



**Maryland Stadium Authority
Request for Proposals
Architectural/Engineering Services
Frostburg State University Athletic Facility Improvements**

Issue Date: July 29, 2022

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 1.8 of this RFP.

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals Architectural/Engineering Services Frostburg State University Athletic Facility Improvements

RFP Issue Date: July 29, 2022

Procurement Officer: Natasha Speaks
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Phone: 443-202-3885
E-mail: nspeaks@mdstad.com

Procurement Method: Competitive Sealed Proposals

MBE Participation Goal: 25% overall, with no subgoals

Pre-Proposal Conference: August 17, 2022 at 11:00 a.m. (Local Time)
Web Conference

Site Visit:

August 25, 2022 at 10:00 a.m. (Local Time)
Frostburg State University – Cordts Center
101 Braddock Road
Frostburg, Maryland 21532

**Closing Date and Time
Technical Proposals:** September 9, 2022 at 1:00 p.m.

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

Frostburg State University (“FSU”) has engaged the Maryland Stadium Authority (“MSA”) to oversee and manage services related to the development of the Athletic Facility Improvements (the “Project”) on the campus of Frostburg State University.

The Project includes the following items (each a “Project Component”) as generally described in **Attachment C.1** and **Attachment C.2**:

- a. Potential development of the I-68 Regional Sports Center
- b. Relocation and enhancements of the Outdoor Fields Complex
- c. Renovation and Expansion of the Cordts Physical Education Center

Through this solicitation, MSA is seeking a highly qualified Architect/Engineer (“A/E”) firm to provide the preliminary design services described in Sections 3.3 of this Request for Proposal (the “RFP”).

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the Contract with the A/E selected through this solicitation may be modified to include the Project Design and Construction Administration services outlined in Section 3.4 of the RFP. The sequence of construction of the Project Components will be determined during the preliminary design and early design phases.

1.2 Abbreviations and Definitions

For purposes of the RFP, the following abbreviations and terms have the meanings indicated below:

- a. A/E - Means the Architect/Engineer Offeror selected pursuant to the requirements and procedures contained in the RFP.
- b. Client – Frostburg State University (“FSU”).
- c. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us).
- d. Construction Manager (“CM”) – A third party engaged by the MSA to provide pre-construction and construction management services.
- e. Contract - The formal, written agreement entered into between MSA and the selected Offeror responding to the RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments or addenda and all or indicated portions of the selected Offeror’s

- proposal. A sample contract is attached to this solicitation as **Attachment G**.
- f. Contract Administrator (“CA”) – The MSA representative for this Contract that is primarily responsible for contract administration functions, including issuing written direction, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and to assist the consultant in achieving on budget, on time and on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the A/E.
 - g. eMMA - eMaryland Marketplace Advantage (<https://emma.maryland.gov/>).
 - h. Key Personnel - All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP Section 4.3.d.1.c.).
 - i. Local Time - Time in the Eastern Time Zone as observed by the State.
 - j. MBE - Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
 - k. MSA - Maryland Stadium Authority (www.mdstad.com).
 - l. MSA Business Hours - 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
 - m. MSA Procurement Policies - MSA procurement policies and procedures (available at www.mdstad.com/contracting).
 - n. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
 - o. Offeror - An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
 - p. Procurement Officer (“PO”) - The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
 - q. Project –The development of the athletic facility improvements through preliminary design, design and construction.
 - r. Project Components – include the potential development of the I-68 Regional Sports Center, relocation and enhancements of the Outdoor Fields Complex and renovation and expansion of the Cordts Physical Education Center.

- s. Project Manager (“PM”) – The MSA representative primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact, post-award, who will assign work and to whom invoices will be submitted. MSA may change the PM at any time by written notice to the A/E.
- t. Project Team – Includes the A/E, MSA, FSU, MSA’s CM and any other consultant or government agency MSA may engage.
- u. Proposal - The submissions provided by an Offeror in response to this RFP. “Proposal” includes any financial or Best and Final Offers requested by the Procurement Officer.
- v. Proposal Closing Date– as identified in Section 1.10 of the RFP or as amended via addendum.
- w. Request for Proposals (“RFP”) - This document announcing the Project and soliciting proposals for the execution of the Project, as amended.
- x. Selection Committee - The persons responsible for selecting the successful Offeror.
- y. State – The State of Maryland.

1.3 Contract Type

The contract that results from this RFP will include a fixed fee for professional services, a not-to-exceed allowance for certain reimbursable expenses, and a contingency amount to be used by MSA in its sole discretion.

1.4 Contract Duration

The term of the Contract will be for a period necessary to complete the scope of work and as agreed upon by MSA and the A/E.

1.5 Procurement Officer

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed below. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors if any such change occurs.

Natasha Speaks
 Maryland Stadium Authority
 351 West Camden Street, Suite 300
 Baltimore, Maryland 21201
 Telephone: 443-202-3885
 Email: nspeaks@mdstad.com

1.6 Pre-Proposal Conference and Site Visit

A virtual pre-proposal conference (“Conference”) will be held on **August 17, 2022 at 11 a.m., Local Time**. Please click on the link below to for details regarding the Conference and to RSVP to the event.

<https://uso2web.zoom.us/meeting/register/tZoofuuhpjIjHNAvuEXlnAvrUmBx7Vu a4PaZ>

A site visit will will be held on **August 25, 2022 at 10:00 a.m, Local Time**. Please click on the link below to register.

<https://www.eventbrite.com/e/site-visit-ae-frostburg-state-university-athletic-facility-improvements-tickets-392645081007>

1.7 Contract and Project Manager

The Contract and Project Manager is:

Al Tyler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Prior to contract award, MSA may change the Project Manager at any time and will provide written notice to the Offerors. After Contract award, MSA may change the Project Manager at any time by written notice to the A/E.

1.8 e-Maryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. You can register at: <https://emma.maryland.gov/>. Click on “New Vendor? Register Now” to begin the process, and follow the prompts.

1.9 Questions

All questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the following upload link no later than **August 29, 2022 at 1:00 p.m, Local Time**:

<https://mdstad.sharefile.com/r-r748cif40f28444ea9b93c2e4a8f0f110>

Please include information regarding the name of the firm, representative’s name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement Officer will decide whether an answer can

be given before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be provided via addendum. Responses to any questions, whether responded to verbally or in writing, are not binding unless issued, in writing, via addendum.

1.10 Technical Proposals - Proposal Closing Date

To be considered, technical Proposals must be uploaded to the following link no later than **September 9, 2022 at 1:00 p.m, Local Time:**

<https://mdstad.sharefile.com/r-r781a6a6bdb114194b45885f3d07231a4>

Requests for an extension of this date and/or time will not be granted. Offerors should allow sufficient electronic transmission time to ensure timely receipt of their proposals. Proposals received by MSA after the deadline will not be considered. Proposals will not be reviewed publicly.

1.11 Oral Presentations

Short-listed Offerors will be required to attend oral presentations. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a contract is awarded as a result of this RFP. Oral Presentations are to be held the week of **October 3, 2022**. In your technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the Project and understanding of the scope of work.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for **180 days** following the closing date for proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as **Attachment A** of this RFP.

1.14 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this

Affidavit is included for informational purposes only as **Attachment I** of this RFP. This Affidavit must be provided within five business days after notification of proposed contract award. For purposes of completing Section B of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.15 Procurement Method

The Contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA’s Procurement Policies. MSA’s Procurement Policies are available for review on MSA’s website (www.mdstad.com/contracting) or may be obtained by contacting the Procurement Officer.

1.16 Arrearages

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including, by way of example only, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

1.17 Revisions to the RFP

- a. If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA, Gov Delivery, and MSA’s website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process.
- b. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror’s Proposal as identified in Section 4.3.c.1.
- c. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice.
- d. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

1.18 Cancellations; Discussions

MSA reserves the right to cancel this RFP, to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of

MSA. This may be followed by submission of Offeror-revised Proposals and best and final offers (hereinafter “BAFO”). MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

1.19 False Statement

MSA incorporates by reference the provisions of Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland regarding truthfulness in the information included in the contract documents. Offerors shall comply with the obligations set forth therein, including, without limitation, the following:

- a. In connection with a procurement contract, a person may not willfully:
 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 2. Make a false or fraudulent statement or representation of a material fact; or
 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.20 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation. The Offeror shall submit a completed D-1A form with its technical Proposal. Please refer to the Key Information Summary Sheet of this RFP.

- a. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.
- b. Notwithstanding any subgoals established for this RFP, the A/E is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- c. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to

achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

- d. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.20 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance. **Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its technical Proposal to the RFP will result in the State's rejection of the Offeror's Proposal.** This failure is not curable.
- e. Attachments:
 1. Minority Business Enterprise instructions, and forms are provided in **Attachment D** to assist Offerors.
 2. The Offeror shall include with its technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
 - a.) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - b.) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 - c.) An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 - d.) If the Offeror fails to submit a completed **Attachment D-1A** with the technical Proposal, as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.
 3. Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified by the Maryland Department of

Transportation and has the correct NAICS codes allowing it to perform the committed work.

4. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
 - a.) Outreach Efforts Compliance Statement (**Attachment D-2**);
 - b.) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
 - c.) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
 - d.) Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. **If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award.** If the contract has already been awarded, the award is voidable.
- f. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- g. An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- h. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and

submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Sample Contract – **Attachment G**).

- i. The Offeror is advised that liquidated damages will apply in the event the A/E fails to comply in good faith with the requirements of the MBE program and pertinent Contract.
- j. As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

1.21 Incurred Expenses; Economy of Preparation

Neither MSA nor the Client is responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at www.mdstad.com/contracting or may be obtained by contacting the Procurement Officer.

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

1.24 Offeror Responsibilities

The Offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The Offeror retains responsibility for all work to be performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.25 Patents, Copyrights, and Intellectual Property

- a. If the A/E furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA or the Client to use such item.
- b. The A/E will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the A/E will defend MSA and the Client against that claim at the A/E's expense and will pay all damages, costs, and attorneys fees that a court finally awards, provided MSA and the Client: (i) promptly notifies the A/E in writing of the claim; and (ii) allows the A/E to control and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.
- c. If any products furnished by the A/E become, or in the A/E's opinion are likely to become, the subject of a claim of infringement, the A/E will, at its option and expense: (i) procure for MSA and Client the right to continue using the applicable item; (ii) replace the product with a non-infringing product substantially complying with the item's specifications; or (iii) modify the item so that it becomes non- infringing and performs in a substantially similar manner to the original item.

1.26 Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a contract succeeding the first fiscal period, the contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the rights of the A/E, the

MSA and FSU under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the A/E, the MSA and the Client from future performance of the contract, but not from their rights and obligations existing at the time of termination. The A/E shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. The MSA and the Client shall notify the A/E as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

1.27 Financial Disclosure

The A/E shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

1.28 Non-Exclusive Use

Neither this RFP nor any resulting Contract shall be construed to require the MSA to use any Offeror or exclusively use the A/E for the services described in this RFP. MSA reserves the right to obtain services of any nature from other sources when it is in the best interest of the MSA to do so and without notice to any party. The MSA makes no guarantees that it will purchase any products or services from the A/E resulting from this RFP.

1.29 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and architect-engineer services in a manner consistent with the promotion of sound environmental practices.

1.30 Payments by Electronic Fund Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT). A form will be provided to the selected Offeror.

1.31 Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to a Contract resulting from this RFP (including without limitation any information or data stored within the A/E's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose

relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

1.32 Loss of Data

In the event of loss of any MSA and/or Project related data or records where such loss is due to the intentional act or omission or negligence of the A/E or any of its sub consultants or agents, the A/E shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The A/E shall ensure that all data is backed up and recoverable by the A/E.

1.33 Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of the State, become or be an employee of the A/E or any entity that is a subconsultant on Contract.

1.34 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause sub consultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.35 Contingent Fee Prohibition

The A/E warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the A/E, to solicit or secure an Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of an Agreement.

1.36 Political Contribution Disclosure

The A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

1.37 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award under this RFP.

Prior to contract award under this RFP, the selected firm, including the joint ventures, must provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

1.38 MBE and Prevailing Wage Compliance System

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based MBE and prevailing wage compliance system. The system was designed to provide various work-flow automation features that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime firm, its first-tier consultants, and all MBE participation subcontractors awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time before, during, or after Agreement award.

1.39 Maryland Law

This RFP shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.40 Acceptance of Terms and Conditions

By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this RFP including all attachments. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MSA reserves the right to accept or reject any exceptions.

1.41 Procurement Regulations

The RFP and any Agreements entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA's procurement policies available online at www.mdstad.com.

1.42 Multiple Proposals

MSA will not accept multiple or alternate proposals from a single Offeror.

SECTION 2

OFFEROR QUALIFICATIONS

2.1. Qualifications

The Offeror shall clearly demonstrate in the Executive Summary of its technical proposal that as of the Proposal Closing Date the Offeror meets the minimum qualifications listed below. The Executive Summary shall include a reference(s) to the page number(s) in the proposal where such evidence can be found.

- a. Been in business for at least five (5) years;
- b. Is an architectural/engineering firm that has members registered to practice in the State of Maryland;
- c. Has experience in providing design services for Government and/or commercial clients;
- d. Has substantial experience with community involvement during the planning and design phases of a project;
- e. Has substantial design experience related to the complex construction and renovation of structures located in a university setting and/or urban environment;
- f. Has experience in innovative design methods to meet programmatic goals of building efficiencies, on-time delivery, cost containment, and value engineering strategies;
- g. Has design experience related to the construction of athletic facilities at the collegiate level or above; and
- h. Has the ability to meet the insurance coverage requirements outlined in the RFP.

NOTE: An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its Technical Proposal deemed acceptable.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1. Purpose

MSA is issuing this RFP to contract with a highly qualified A/E firm to provide preliminary design services necessary to complete the Project, as stated in Section 1.1 of this RFP.

3.2. Scope Overview

Frostburg State University (“FSU”) has engaged the Maryland Stadium Authority (“MSA”) to oversee and manage services related to the development of the athletic facility improvements (the “Project”) on the campus of Frostburg State University.

The Project includes the following items (each a “Project Component”) as generally described in **Attachment C.1** and **Attachment C.2**:

- a. Potential development of the I-68 Regional Sports Center
- b. Relocation and enhancements of the Outdoor Fields Complex
- c. Renovation and Expansion of the Cordts Physical Education Center

The selected Offeror will be responsible for conducting preliminary design services. If constructed, the Offeror’s Contract may be modified to include Project Design and Construction.

3.3. Scope of Work – Preliminary Design

The A/E selected through this procurement will work closely with the Project Team to provide the preliminary design necessary to move toward Project design and ultimately, construction of the Project, as described in **Attachment C** of the RFP.

FSU has identified the parcel labeled “ABC Park” on **Attachment C.3** as the location for the Outdoor Fields Complex.

In addition to locating the I-68 Regional Sports Center on the parcel identified in **Attachment C.1**, the A/E shall provide a scenario that incorporates the I-68 Regional Sports Complex as part of the Outdoor Field Complex development.

Preliminary design and engineering services for each Project Component include, but are not limited to, the following, as applicable:

- Preliminary Design (10 to 15% Schematic Design)
- Site Development/Planning
- Infrastructure Analysis

- Environmental Impact Analysis
- Archaeological Impact Analysis
- Geotechnical Analysis/Engineering
- Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)
- Value Engineering
- Quality Assurance
- Assisting MSA with Professional and Technical Service Procurements as requested.

a. Services

1. The A/E shall work with MSA and the Project Team, as directed, to plan, schedule and coordinate building access, meetings and interviews with key stakeholders identified by MSA and FSU. The A/E will meet with FSU staff as many times as the parties deem necessary for the A/E to complete the preliminary design. This may include, by way of example and not limitation, individual meetings, walk-throughs of the proposed site(s), etc.
2. The A/E shall conduct a kick-off meeting with the Project Team within seven (7) days of receiving a Notice to Proceed for preliminary design services.
3. The A/E shall become familiar with the types of spaces typically included in buildings with similar uses and occupancy.
4. The A/E, in consultation with the Project Team shall:
 - a.) Identify qualitative and quantitative problems;
 - b.) Identify factors that influence the existence or extent of these problems;
 - c.) Identify consequences of these problems;
 - d.) Ascertain space criteria requirements;
 - e.) Determine number of square feet per person or purpose for the spaces;
 - f.) Ascertain relationships of spaces for the various purposes (space adjacencies);
 - g.) Determine ratios of net assignable square footage for specific space to gross square footage;
 - h.) Ascertain equipment and utility requirements;
 - i.) Ascertain storage needs;

- j.) Determine access requirements, including ADA compliance issues;
 - k.) Determine technical, mechanical, electrical, security or other issues unique to use;
 - l.) Understand FSU's objectives and goals for renovation and/or construction;
 - m.) Understand FSU's project timetable and limits, criteria and requirements for project budget;
 - n.) Understand other design criteria that may affect architectural design (i.e. accessibility, windows/natural lighting, and public versus private spaces); and
 - o.) Understand energy use standards.
5. The A/E shall provide status reports and updates on the progress of the preliminary design as requested by MSA.
 6. The A/E and Project team shall meet on a regular basis to discuss the status reports and updates on the progress of the preliminary design.

b. Scheduling

1. The A/E shall prepare and periodically update a master project schedule that tracks and monitors the progress of the preliminary design and identifies milestones and critical decision points required by the Project Team including MSA, FSU and the A/E.
2. The A/E shall provide scheduling services to produce a high-level project schedule for each Project component. Each schedule shall outline the major items of the work and clearly show the expected overall duration to complete the Work.

c. Cost Estimating

1. The A/E shall provide cost estimating services to produce a cost estimate for each Project Component.

d. Deliverables

1. Upon completion of the preliminary design phase, the A/E shall provide a minimum of two (2) hard copies and one electronic copy (in .pdf format) of the documents produced as part of the preliminary design.

3.4. Scope of Work – Project Design & Construction Administration

If constructed, MSA will also procure the services of a Construction Manager to provide Preconstruction and Construction Management services. Samples of MSA's Construction Manager contracts are available upon request.

The scope of work includes, but is not limited to the following:

- a. Schematic Design Phase
 - 1. Cost estimating
- b. Design Development Phase
 - 1. Cost estimating and reconciliation(s) with the CM's cost estimate.
- c. Construction Documents Phase
 - 1. Cost estimating and reconciliation(s) with the CM's cost estimate.
- d. Bidding or Negotiating Phase
- e. Construction Phase Administrative Services

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

The solicitation will follow a multi-step process to select the successful Offeror.

a. Step 1– Submission of Technical Proposals

Offerors will submit a technical Proposal in accordance with Sections 4.2 and 4.3 to demonstrate experience (including meeting the minimum requirements and ability to execute the Project successfully). Upon receipt of the technical Proposals, proposals will be reviewed and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee. Offerors must respond to all requirements of the RFP. Offerors that fail to do so will be deemed not reasonably susceptible of being selected for award.

b. Step 2 – Review of Technical Proposals

The Selection Committee will review technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the oral presentation phase of the procurement.

c. Step 3 – Short-list and Oral Presentations

Short-listed Offerors will be asked to attend an oral presentation. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

d. Step 4 – Short-list and Submission of Financial Proposals

After Oral Presentations, and based on achieved ranking, the Selection Committee will short-list firms to participate in the Financial phase of the procurement. Short-listed firms will be requested to submit a financial Proposal in accordance with Section 4.4.

Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

e. Step 5 – Recommendation for Award

The Offeror deemed to provide the best value (technical and financial) to the Project by the Selection Committee will be recommended for award.

4.2 Instruction for Submission of Proposals—General Requirements

Offerors shall submit proposals labeled “**Request for Proposals – Architectural/Engineering Services – Frostburg State University – Athletic Facility Improvements**” and labeled either “**Volume I - Technical Proposal**” or “**Volume II - Financial Proposal**”. All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

The electronic submissions (formatted as .pdf file) shall include the firm’s name in the file name and shall be formatted so each page can be legibly printed in 8 1/2” x 11” format.

4.3 Volume I - Technical Proposal

This section provides specific instructions for submission of the Offeror’s technical Proposal. Technical proposals shall be uploaded electronically to the link provided in Section 1.10 of the RFP. The technical Proposal shall follow the format provided below.

a. Transmittal Letter

A transmittal letter must accompany the technical Proposal. The purpose of this letter is to transmit the proposal to the Procurement Officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

b. Title and Table of Contents

The technical Proposal shall begin with a title page bearing the name and address of the Offeror, point of contact information (including phone number and e-mail address) for **two (2) people**, and the title of this RFP. A table of contents for the Proposal should follow the title page. Information that is claimed to be confidential shall be clearly identified. Unless there is a compelling case, an entire proposal should not be labeled confidential; only those portions that can reasonably be shown to be proprietary or confidential should be so labeled.

c. Executive Summary

The Offeror shall condense and highlight the contents of the technical Proposal in a separate section titled “Executive Summary”. The summary shall:

1. acknowledge the receipt of any amendments or addenda associated with this RFP;
2. provide the Offeror’s tax identification number;

3. identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement;
4. cross reference each minimum qualification requirement, identified in Section 2 of the RFP, with the location in the submission (section or page number) where the Offeror has demonstrated or documented that it meets the requirement;
5. provide the Offeror's availability for oral presentations; and
6. list any exceptions the Offeror has taken to the requirements of this RFP, the sample Contract, or any other exhibits or attachments. If an Offeror takes no exception, the Executive Summary should so state.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible for award.

d. Experience and Qualifications (Tab 1)

Sections 2 and 3 outline the desired requirements of this solicitation. The information below shall also be included in this Section.

1. Architect-Engineer Qualifications & Experience – SF330 (Attachment E)

a.) Responses must include key subcontractors and/or consultants that will participate in the preliminary design identified in Sections 3.3.

b.) Organizational Chart (Attachment E, SF330, Section D):

1. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).

c.) Resumes of Key Personnel (Attachment E, SF330, Section E):

At a minimum, submit resumes for each of the major disciplines identified below. Each resume should include the years of experience the individual has had relative to the Scope of Work set forth in this solicitation.

1. Principal in Charge
2. Project Manager
3. Project Designer
4. Civil Engineer

5. Structural Engineer
6. Geotechnical Engineer
7. Mechanical Engineer
8. Electrical Engineer
9. Plumbing Engineer
10. Fire Protection Engineer
11. Athletic Facility Event/Space Planning Consultant
12. Athletic Playing Surface Specialist or Consultant
13. Landscape Architect
14. Telecommunications/IT Consultant
15. LEED Consultant
16. Other Key Personnel the Offeror May Deem Appropriate

d.) Example Projects: For each Project Component that illustrate experience and qualifications. (Attachment E, SF330, Section F)

- i. Four (4) projects for the A/E; four (4) projects for the Athletic facility event/space planning consultant; four (4) projects for the athletic playing surface specialist or consultant; two (2) projects for the civil engineer; two (2) projects for the structural engineer; one (1) project for the geotechnical engineer; one (1) project for mechanical engineer and one (1) project for the electrical engineer.

g.) Small Business Status (Attachment E, SF330, Part II, 5b):

- i. Indicate if the Offeror is a Maryland MDOT MBE and/or Small Business Reserve (SBR). Include applicable certification number(s) as appropriate.

e. Work Plan (Tab 2)

1. Staffing Plan: Provide a Staffing Plan in the format included in **Attachment F** that shows the minimum percentage of time that each Key Personnel member will dedicate to the Project.
2. Conceptual CPM Schedule: Provide a high-level schedule that includes the preliminary design effort identified in Section 3.3 that shows the Offeror's proposed sequence of activities and durations required to complete the milestones included in the scope of work outlined in this RFP.
3. Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.

a.) Preliminary Design: Describe the process by which the Offeror will manage and administer the preliminary design services and the

subsequent design, scheduling and cost estimating services outlined in Section 3. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the work.

- b.) Design Management: Describe the process by which the Offeror will lead the design team in the execution of the scope of work outlined in this RFP. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to help guide the overall program and design of the Project. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the Project.
- c.) Project Challenges Related to the I-68 Regional Sports Complex: Identify the three (3) most significant challenges to constructing a new Indoor Fieldhouse, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Offeror's approach to addressing each, including specific experience resolving similar challenges.
- d.) Project Challenges Related to the Outdoor Fields Complex : Identify the three (3) most significant challenges to relocating and constructing the new athletic fields, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Offeror's approach to addressing each, including specific experience resolving similar challenges.
- e.) Project Challenges Related to the Renovations and Expansion of the Cordts Physical Education Center: Identify the three (3) most significant challenges to completing the renovations and expansion at the Cordts Physical Education Center, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Offeror's approach to addressing each, including specific experience resolving similar challenges.

f. Economic Benefits Factor

- 1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's financial Proposal.
- 2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorable than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
4. As applicable, for the full duration of the Project, including any renewal period, or until the commitment is satisfied, the Offeror shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefits attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
5. In responding to this section, the following do not generally constitute economic benefits to be derived:
 - Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
6. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
7. Examples of economic benefits to be derived from a Contract may include any of the factors listed below. For each factor identified below, identify the specific benefit and Contractual commitments, and provide a breakdown of expenditures in that category:
 - The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subconsultants/subcontractor, suppliers, and joint venture partners. Do not include actual fees or rates paid to subconsultants or information from your financial Proposal;
 - The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including Contractual commitments at both prime, and if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;

- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicated tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small businesses and MBE firms; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including Contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst of impetus.

g. Other Required Submissions (Tab 3)

Offerors must submit the following items in the technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable). By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
3. A completed MBE Attachment D-1A (**Attachment D**).
4. Corporate Profile (**Attachment J**)
5. Capacity Summary Sheet (**Attachment K**)
6. Proof of insurance certifying the Offeror's ability to comply with the insurance requirements, as set forth in the sample Contract attached hereto in **Attachment G**. The Offeror shall demonstrate its ability to meet this requirement by providing:
 - a.) A copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date; or
 - b.) A statement from the Offeror's insurance carrier, on the carrier's letterhead, indicating the Offeror's ability to comply with the requirements set for the in **Attachment G**.

4.4 Volume II - Financial Proposal

Information about the due date and submission instructions will be included in the notification to the selected short-listed Offerors as set forth in Section 4.1.

A sample copy of the Pricing Form is attached hereto as **Attachment H**. Each Offeror submitting a financial proposal will also have to submit a copy of its current Dun and Bradstreet's Comprehensive Report.

Note: MSA reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any selection determination.

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria set forth below. Technical criteria shall be given more weight than financial criteria.

5.2 Technical Criteria

Criteria used to rate the technical Proposal includes, without limitation, the following:

- a. Understanding of the Project and adequacy of the Work Plan presented to provide the proposed services.
- b. Experience and qualifications of the Offeror and its Key Personnel, with specific emphasis on key personnel with similar projects.
- c. Past Performance and References of Offeror.
- d. Work Capacity of Offeror and Key Personnel.
- e. Economic Benefits to the State of Maryland.
- f. Overall Quality of Submission.
- g. Oral Presentation.

5.3 Financial Criteria

Short-listed Offerors that submit a financial Proposal and are deemed as meeting all of the requirements will be ranked (most advantageous to least advantageous) based on an analysis of the information provided in the financial Proposal submission.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- a. The Maryland resident business is a responsible Offeror;

- b. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- c. The other state gives a preference to its resident businesses through law, policy, or practice; and
- d. The preference does not conflict with a federal law or grant affecting the procurement Contract.

5.5 General Selection Process

- a. The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies.
- b. Prior to award of a Contract pursuant to this RFP, MSA may require any and all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.
- c. MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Award Determination

Upon completion of all evaluations, discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous considering the technical and financial evaluation factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors.

ATTACHMENTS

Attachments can be downloaded via the following link:

<https://mdstad.sharefile.com/d-s59667532ddc146b095bc0892cbab6633>

- A. BID/PROPOSAL AFFIDAVIT**
- B. CONFLICT OF INTEREST AFFIDAVIT & DISCLOSURE**
- C. PROJECT INFORMATION**
 - C.1 “ANSWERING THE CALL” BY BRAILSFORD & DUNLAVEY,
DATED NOVEMBER 2020**
 - C.2 “INDEPENDENT PEER REVIEW – PROPOSED REGIONAL
SPORTS CENTER & SPORTS FIELDS AT FROSTBURG STATE
UNIVERSITY” BY CROSSROADS CONSULTING, DATED JUNE
2022**
 - C.3 CAMPUS TOPOGRAPHICAL BOUNDARY MAP**
- D. MBE INSTRUCTIONS AND FORMS**
- E. ARCHITECT/ENGINEER QUALIFICATIONS (SF330)**
- F. STAFFING PLAN**
- G. SAMPLE CONTRACT**
- H. PRICING FORM**
- I. CONTRACT AFFIDAVIT**
- J. CORPORATE PROFILE**
- K. CAPACITY SUMMARY SHEET**

ATTACHMENT A

BID/PROPOSAL AFFIDAVIT

Attachment A. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
 - (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
-

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By:

Signature of Authorized Representative and Affiant

Printed Name:

Printed Name of Authorized Representative and Affiant

Title:

Title

Date:

Date

ATTACHMENT B

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Attachment B. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C

PROJECT INFORMATION

See attached:

C.1 – "Answering the Call" by Brailsford & Dunlavey, dated Novemer 2020

C.2 – "Independent Peer Review – Proposed Regional Sports Center & Sports Fields at Frostburg State University" by Crossroads Consulting, dated June 2022.

C.3 - Campus Topographical Boundary Map



One University. A World of Experiences.

Answering the Call

*Frostburg State University's case as an
economic catalyst for Western Maryland*

NOVEMBER 2020



Agenda

PROJECT UPDATE

One University. A World of Experiences.

01 Introduction & Project Overview

02 A Critical Time

03 Campus Context

04 The Catalyst for Development

05 Maximizing Value

06 Next Steps

01

Introduction & Project Overview



Introductions

BRAILSFORD & DUNLAVEY



27

Years in business

130

Employees

\$37B+

In developed projects

1,300+

Completed projects

250+

Recreation and Athletic Projects

\$3.5B+

In P3 higher education
advisory projects

Project Overview

PROCESS OBJECTIVES

- ✓ Project Initiation
- ✓ Competitive Context Analysis
- ✓ Stakeholder & Focus Group Interviews
- ✓ Off-Campus Market Analysis
- ✓ Internet Survey
- ✓ Demand Analysis
- ✓ Preliminary Economic Impact Analysis
- ✓ Analyze the impact of Cordts PE Center renovation
- ✓ Complete conceptual planning
- ✓ Project documentation
- ✓ Outline funding strategy

Project Overview

FOCUS GROUP, STAKEHOLDER, AND SURVEY PARTICIPATION



FSU Student Focus Group Sessions

- › Four focus group sessions with ~30 participants



Survey

+/- 4.8%

Margin of error

95%

Confidence level

287

Faculty/staff responses

452

Student responses

27%

Response rate of
faculty/staff members

65%

Of respondents
were women

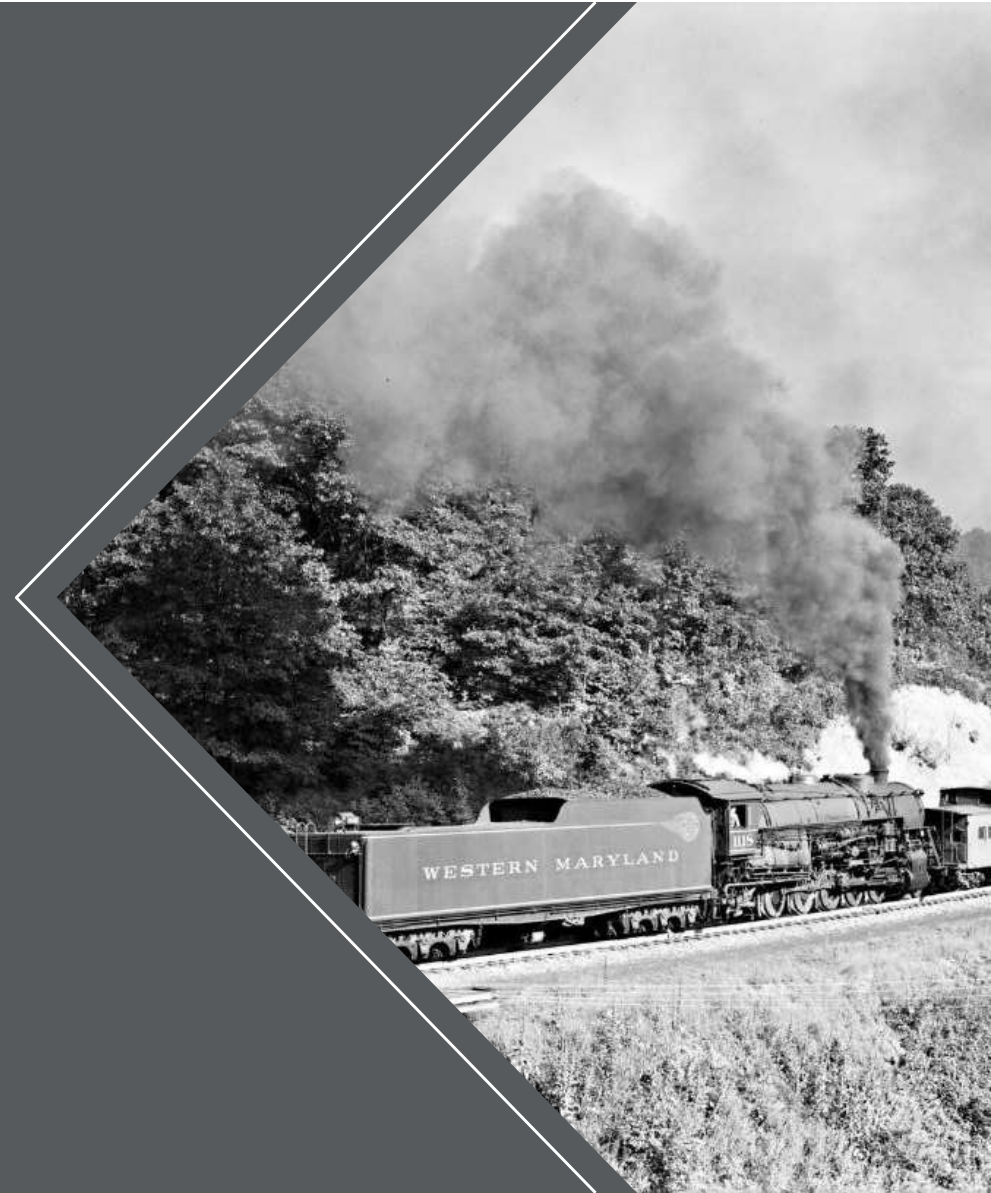


Stakeholder Interviews

- › 12 stakeholder meetings with ~20 **participants**, including Frostburg State administration and staff, Frostburg city officials, Allegany County officials, and Garrett County officials

02

A Critical Time



A Critical Time

THE UNIVERSITY'S RICH HISTORY

Since its founding in 1898, Frostburg State University has responded directly to the needs of the local civic and business community in Western Maryland.

- › The institution continued to evolve over the century to reflect changing demographics and workforce demands.
- › Today, with more than 5,000 students, FSU represents excellence in educational opportunities for the region and the state.



VISION 2023

“The university is integrated into the fabric of the community as a valued and respected regional asset—and remains committed to making changes that secure its future while celebrating the values that reflect its history.”

A Critical Time

THE REGION'S DECLINING LABOR FORCE

Over the last 15 years, unemployment in the region has been above the national average, while the size of the labor force has declined.

The COVID-19 pandemic has worsened these indicators across the country and locally, bringing unemployment in Western Maryland to 7.4% as of November 2020. Even if the decline of the pandemic returns these indicators back to baseline, however, they still lag behind national levels.

- › Limited opportunities and relatively low income levels impact quality of life and retention of labor force.
- › Mills and factories closing has led to ripple effects of job loss across industries.
- › Frostburg State employs over 1,000 people as the **2nd largest employer in Allegany County**, only behind the Western Maryland Health System.

8% ▼

Drop in labor force over the past 15 years

5.8%

Pre-pandemic unemployment rate in Western Maryland

14%

Pre-pandemic poverty rate in Western Maryland

\$45,000

Pre-pandemic median household income in Western Maryland

THE  SUN

May 1, 2019

Luke Mill closing: a devastating loss for Western Maryland

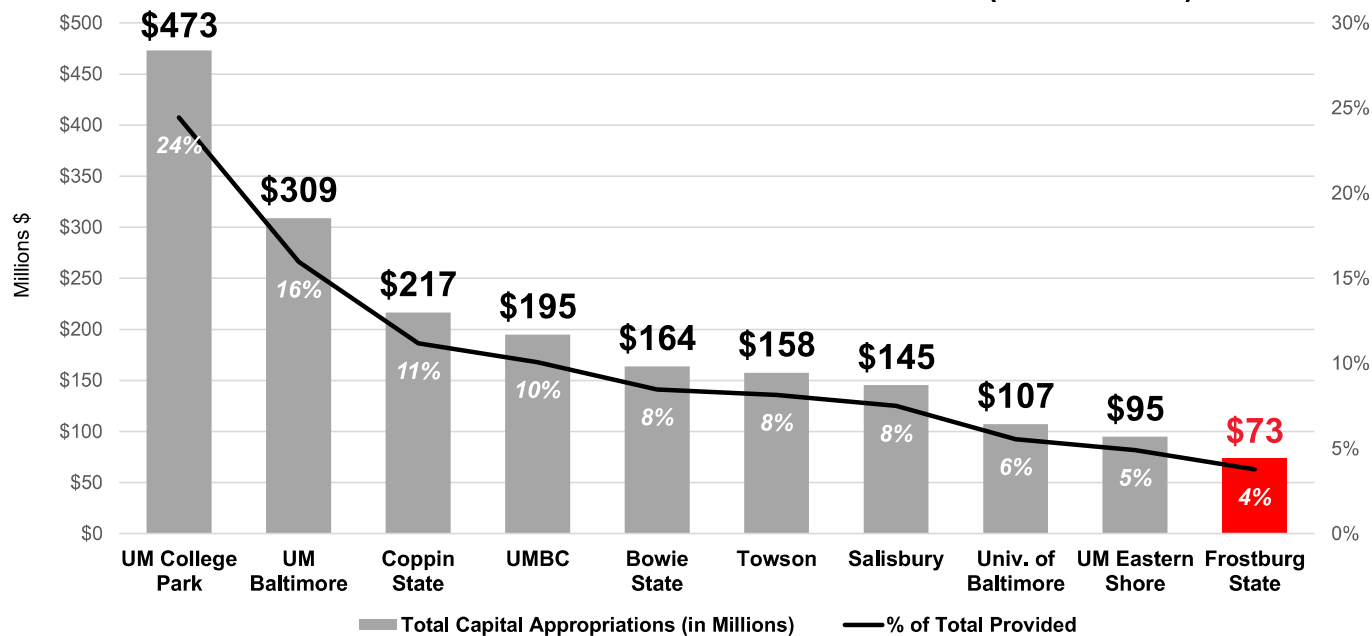
THE QUESTION

*How do we make Western Maryland
a desirable place for businesses
and households to call home?*

A Critical Time

THE UNIVERSITY'S LACK OF INVESTMENT

UM SYSTEM CAPITAL APPROPRIATIONS (2009-2018)

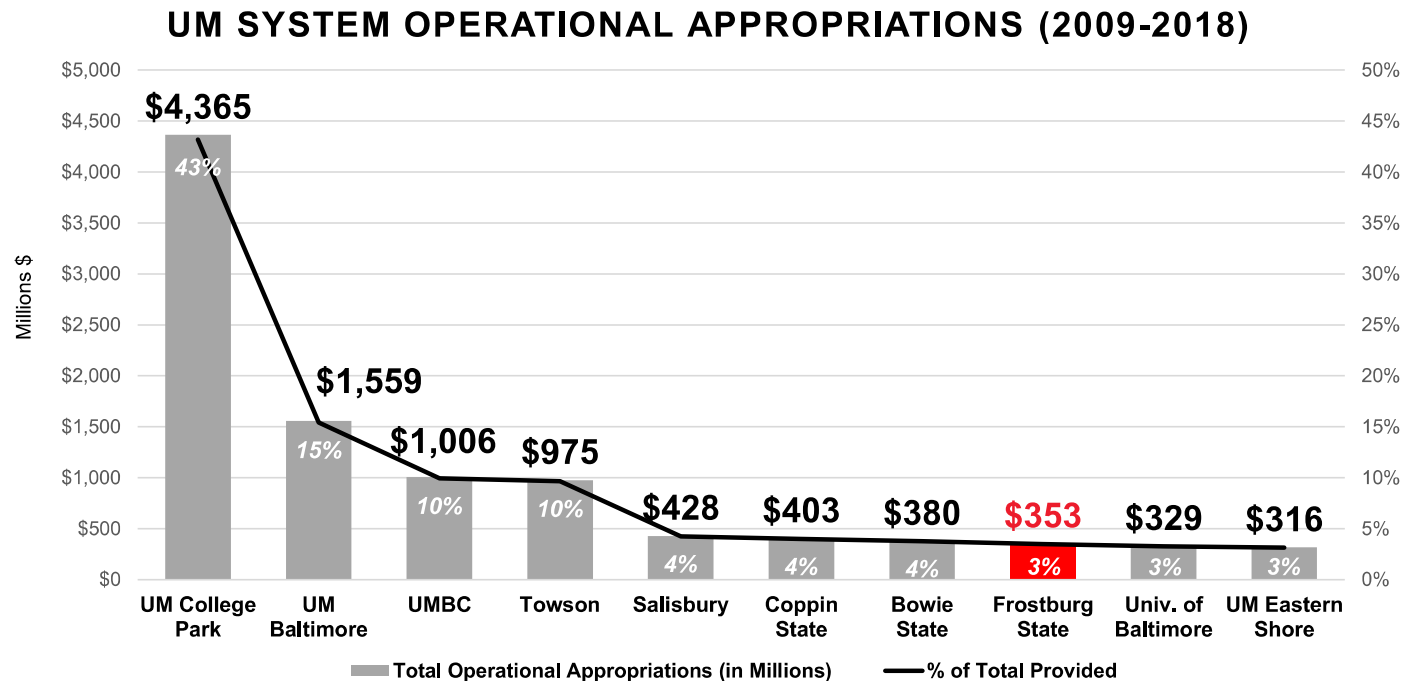


* Source: University System of Maryland Financial Statements and Supplementary Information and Data Together with Reports of Independent Public Accountants

- > FSU received the lowest combined capital appropriations among UM System residential schools.
- > **Total Capital Appropriations (2009-2018) was \$1.94 Billion**

A Critical Time

THE UNIVERSITY'S LACK OF INVESTMENT



* Source: University System of Maryland Financial Statements and Supplementary Information and Data Together with Reports of Independent Public Accountants

- > FSU received the 3rd lowest combined operational appropriations among UM System residential schools.
- > **Total Operational Appropriations (2009-2018) was \$10.1 Billion**

A Critical Time

THE UNIVERSITY'S LACK OF INVESTMENT

2nd

Lowest combined state appropriations over the past two years

5th

Lowest appropriations per student over the past two years

NOTE: UM Baltimore is excluded because it does not enroll first-time freshmen.
UM College is excluded because it primarily serves the adult, part-time population.

University of Maryland Residential Schools	2017 & 2018 State Operational Appropriations / Student
UM Baltimore	\$18,608
Coppin State	\$16,956
UM Eastern Shore	\$12,956
UM College Park	\$12,139
UMBC	\$8,603
Frostburg State	\$7,717
Univ. of Baltimore	\$7,257
Bowie State	\$6,991
Salisbury	\$6,082
Towson	\$5,079
Average	\$9,371

* Source: 2019 Data Book, Maryland Higher Education Commission

A Critical Time

THE UNIVERSITY'S LACK OF INVESTMENT

But while FSU appropriations per student are below the average, graduation and retention rates are in alignment with the average.

FSU is doing more with less. Opportunities are endless for FSU with appropriate allocations.

NOTE: UM Baltimore is excluded because it does not enroll first-time freshmen. The UM Global Campus (UMGC) is also excluded because it primarily serves the adult, part-time population through online education.

University of Maryland Residential Schools	2017 & 2018 State Operational Appropriations / Student	Student Graduation Rates*	Student Retention Rates*
UM Baltimore	\$18,608	-	-
Coppin State	\$16,956	25%	64%
UM Eastern Shore	\$12,956	44%	64%
UM College Park	\$12,139	85%	95%
UMBC	\$8,603	66%	85%
Frostburg State	\$7,717	57%	74%
Univ. of Baltimore	\$7,257	35%	67%
Bowie State	\$6,991	42%	71%
Salisbury	\$6,082	76%	83%
Towson	\$5,079	76%	85%
Average	\$9,371	56%	76%

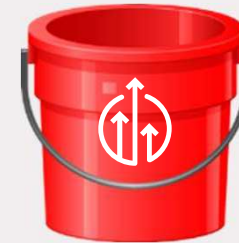
* Source: 2019 Data Book, Maryland Higher Education Commission

A Critical Time

AN FSU-ANCHORED REGIONAL SPORTS CENTER

Not only will an FSU-anchored Regional Sports Center attract new students, new employees, and new employers, it will **bring the community together and empower youth and families** across the region.

- › Builds upon the fabric of Western Maryland
- › Captures an opportunity in the market



UNIVERSITY GROWTH



ENHANCED QUALITY OF LIFE



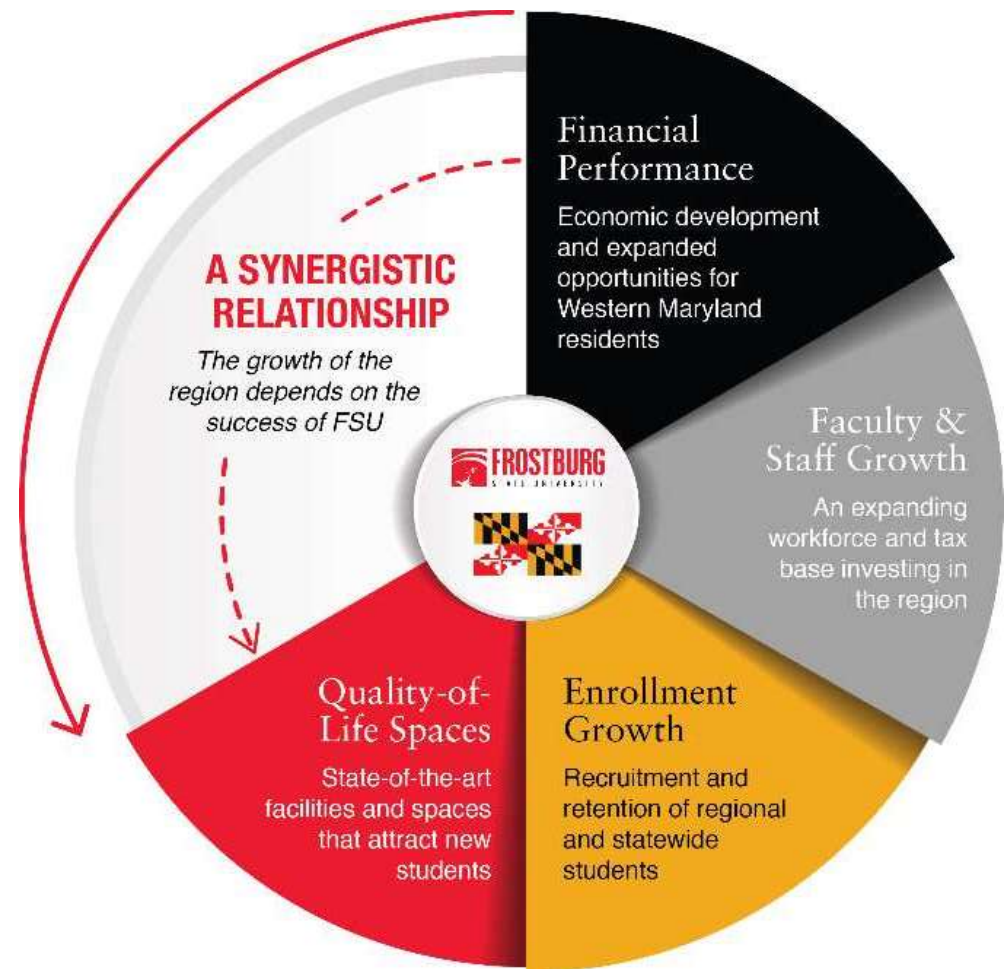
SPORTS TOURISM

A Critical Time

SYNERGY BETWEEN FSU & THE REGION

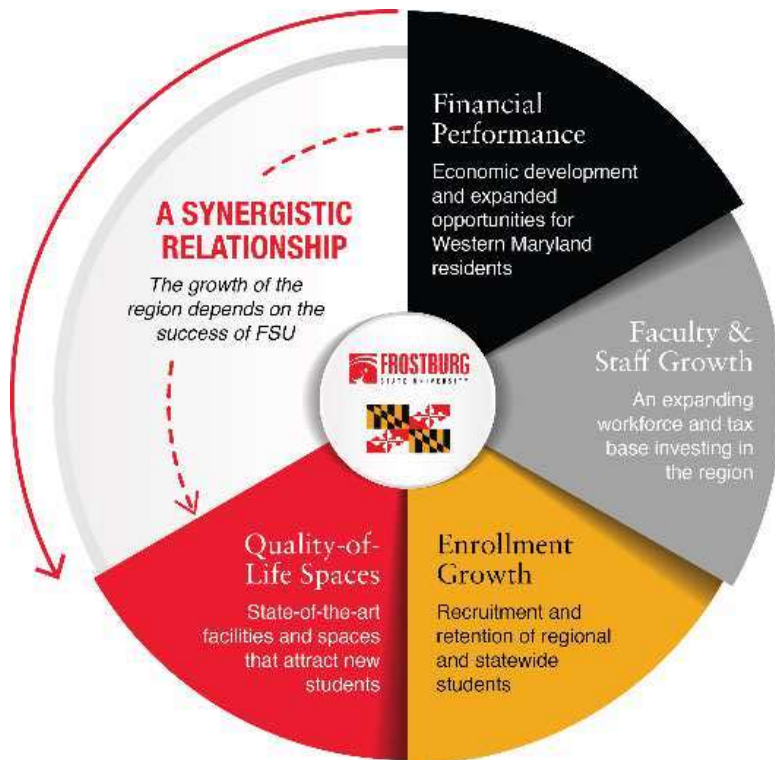
The growth of the region depends on the success of Frostburg State University.

- › Economic development arises from an increased tax base and increased income levels
- › Competitive employment opportunities result from university growth
- › Enrollment increase with **state-of-the-art quality of life spaces**



A Critical Time

SYNERGY BETWEEN FSU & THE REGION



THE FLYWHEEL EFFECT

While the proposed project requires investment, the outcomes generated by the flywheel will result in at least a

total return on investment of 319% over 30 years.

Payback Period: 6 to 8 years

03

Campus Context



Campus Context

FACILITIES

\$7,050,000

In deferred maintenance
at Cordts PE Center

● *Roof / Building Envelope - \$800,000*

● *HVAC - \$2,500,000*

● *Electrical - \$300,000*

● *Fire Alarm - \$200,000*

● *IT Upgrades - \$200,000*

● *Elevator - \$200,000*

● *General - \$750,000*

● *Flooring - \$450,000*

● *Interior Paint - \$200,000*

● *Exterior Paint - \$100,000*

● *Exterior Repairs - \$350,000*

● *Windows - \$400,000*

● *Pool Renovation - \$200,000*

Campus Context

ATHLETIC GAPS

To understand the gap between existing facilities and FSU's needs, B&D led a process by which athletic department personnel rated each facility on a scale from 1-5 twice, the first time assessing the current condition of facilities and the second time assessing the condition needed to meet each team's needs.

- The numbers in this table represent the first numerical rating, existing condition.
- The colors represent whether each facility exceeds, meets, or does not meet team needs.

Exceeds team requirements
Meets team requirements
Does not meet team requirements

Team	Locker Rooms / Team Rooms	Practice Facilities	Competition Venue	Spectator Accommodations	Administration	Athletic Training & Rehab	Strength & Conditioning
Men's Teams							
Baseball	4	2	1	1	2	3.5	1.5
Basketball	2	3	1	2	2	3.5	1.5
Cross Country	2	3	3	3	2	3.5	2
Football	4	3	3	4	2	3.5	1
Lacrosse	3	3	3	4	2	3.5	1.5
Soccer	2	3	2	4	2	3.5	2
Swimming	1	3	1.5	3	2	3.5	2
Tennis	1	3	3	3	2	3.5	2
Track and Field	2	2.5	3	3	2	3.5	1.5
Women's Teams							
Acrobatics & Tumbling	1	3	3	3	2	3.5	1.5
Basketball	4	3	1	2	2	3.5	1.5
Cross Country	4	3	3	3	2	3.5	2
Field Hockey	4	2	2	4	2	3.5	2
Lacrosse	4	3	3	4	2	3.5	1.5
Soccer	4	3	2	4	2	3.5	2
Softball	4	2	2	2	2	3.5	2
Swimming	1	3	1.5	3	2	3.5	2
Tennis	4	3	3	3	2	3.5	2
Track and Field	4	2.5	3	3	2	3.5	1.5
Volleyball	4	3	3	2	2	3.5	1.5

Campus Context

ATHLETIC GAPS

Building a Competitive Edge in the MEC



FSU: Bobcat Arena



West Virginia State University



Fairmont State University

Campus Context

ATHLETIC GAPS

Building a Competitive Edge in the MEC



Campus Context

RECREATION & ATHLETIC GAPS

Lack of Dedicated Student Space



FSU Track Team Conditioning



FSU Cordts Stretching Area

Campus Context

RECREATION GAPS

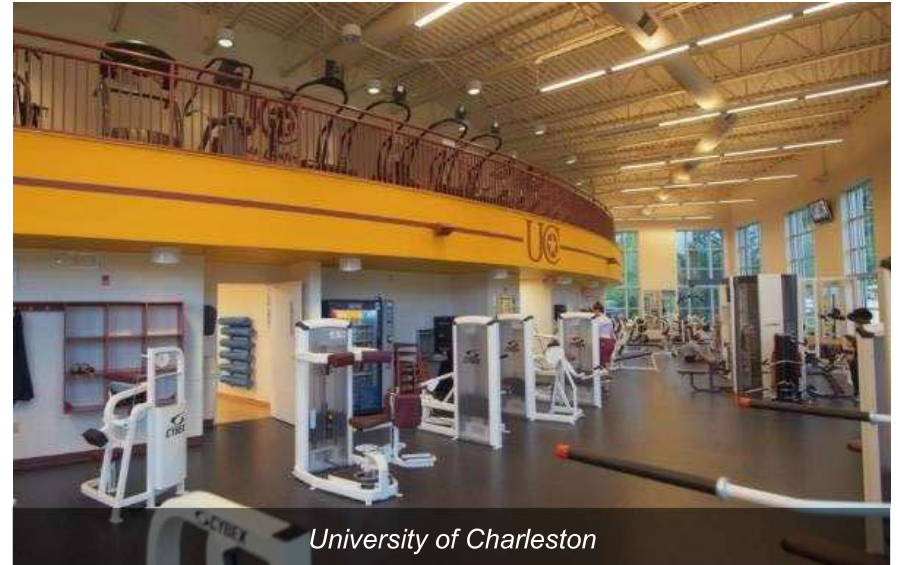
Lack of Dedicated Student Space



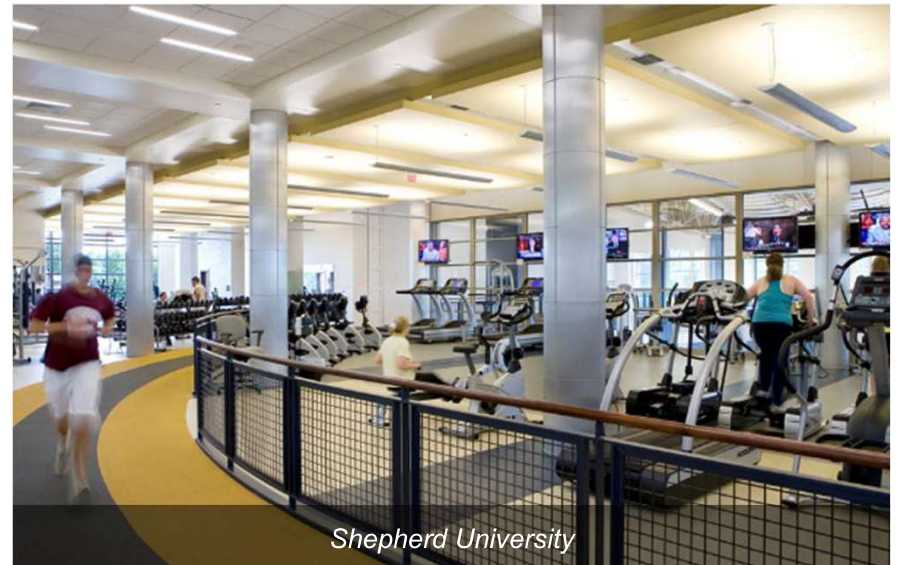
FSU Cordts Weight Room



FSU Cordts Fitness Center



University of Charleston



Shepherd University

Campus Context

RECREATION GAPS

Lack of Dedicated Student Space



FSU Multipurpose Room



FSU Multipurpose Room



Shepherd University



Fairmont State University

04

The Catalyst for Development



Existing Conditions

REASONS STUDENTS LEAVE FROSTBURG

Students that leave Frostburg feel a lack of connection, not a dissatisfaction with campus or the area itself.

Facilities that drive community can help cultivate a stronger campus identity among students, and reinforce the strong academic program.

Top 3 Reasons Respondents Left (Connection / Fit)

64%

Connection with other Students

59%

Atmosphere / Campus Culture

55%

Atmosphere / Local Area Culture

Bottom 3 Reasons Respondents Left (Academics)

23%

Quality of Teaching

13%

Quality of Academic Advising

13%

Placement on academic probation





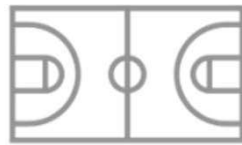
The Catalyst for Development

RECOMMENDED PROGRAM – DEDICATED STUDENT RECREATION



Weight + Fitness

6,528
Square Feet



Gym Space

2
Courts



**Racquetball /
Squash Courts**

2
Courts



**Group Fitness /
Multipurpose**

6,200
Square Feet



Rec Swimming

6,000
Square Feet



Locker Rooms

300
Total Lockers



Climbing Wall

1,000
Square Feet

51,000

Total GSF – Dedicated Student
Recreation Space



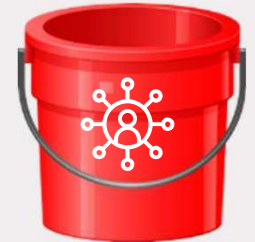
UNIVERSITY GROWTH

The Catalyst for Development

RECOMMENDED PROGRAM – I-68 REGIONAL SPORTS CENTER



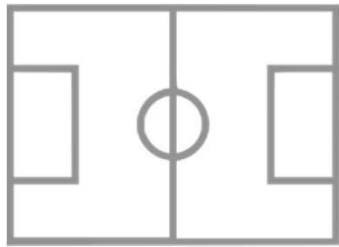
UNIVERSITY GROWTH



ENHANCED QUALITY OF LIFE

The Catalyst for Development

RECOMMENDED PROGRAM – OUTDOOR FIELDS COMPLEX



Outdoor Turf
Fields

6

Fields

Multi-Sport Accessibility



Soccer



Lacrosse



Field Hockey

Tournament Opportunities



1

Weekend

48

Teams

\$115K

Net
Revenues



UNIVERSITY GROWTH



ENHANCED QUALITY OF LIFE



SPORTS TOURISM

The Catalyst for Development

I-68 REGIONAL SPORTS CENTER PROGRAM AND COSTS

Program Element	Square Feet
Activity Zone	97,000
Indoor Turf Fields	
Two Court Gymnasium	
Spectator Seating (2,000 Seats)	
Weight & Fitness	
Multipurpose Practice Space	
Support Zone	8,000
Food Service (Concessions)	
Guest Lockers	
Outdoor Adventure Center	
Sports Club & League Rooms	
Storage Misc. Components	
Team Zone	27,500
Team Spaces (Basketball, Volleyball, Support)	
Additional Locker Rooms	
Administration	
Outdoor Turf Field Complex	6 Fields
Total Gross Square Footage (73% Efficiency Factor):	180,000
Total Gross Square Footage w/ Ice Rink:	215,000

I-68 Regional Sports Center Program

- › 180,000 GSF (incl. outdoor field facility)
- › 2 Indoor Turf Fields
- › Two-Court Gymnasium
- › Athletics dedicated weight & fitness space
- › Basketball, and volleyball, and athletic training support

Outdoor Fields Complex

- › 6 new turf fields
- › Support facility

The Catalyst for Development

I-68 REGIONAL SPORTS CENTER PROGRAM AND COSTS – PLANNED START IN FY22

Program Element	Cost	Cost w/ Ice Rink
Hard Costs		
Construction Contract		
Enclosed Building	\$34,241,000	\$44,053,000
Turf Field Complex	\$3,353,000	\$3,353,000
Demolition, Excavation, & Site Prep	\$1,024,000	\$1,237,000
Site Utilities & Infrastructure	\$541,000	\$541,000
Parking	\$352,000	\$352,000
Landscape Allowance	\$81,000	\$81,000
Furniture, Fixtures, & Equipment	\$1,265,000	\$1,265,000
Inflation Allowance	\$2,585,000	\$3,093,000
Subtotal Hard Costs	\$43,345,000	\$53,976,000
Soft Costs		
A&E Fees	\$2,566,000	\$3,268,000
Additional A&E	\$256,000	\$327,000
Testing Fees, Surveys, etc.	\$87,000	\$87,000
Local Fees & Permits	\$54,000	\$54,000
Start Up Expenses	\$324,000	\$324,000
Direct Project Expenses	\$54,000	\$54,000
Project Contingency	\$4,668,000	\$5,809,000
Project Management	\$1,540,000	\$1,917,000
Subtotal Soft Costs	\$9,549,000	\$11,839,000
Total Project Costs	\$52,895,000	\$65,815,000

The Catalyst for Development

CORDTS PE RENOVATION COSTS – PLANNED START IN FY22

Cordts PE Element	Renovation Level	Cost
Hard Costs		
Recreation Renovation Program	Light to Heavy Reno	\$10,489,000
Non-Recreation/Athletic Renovation (Academic/Other)	Light Renovation	\$8,084,000
Deferred Maintenance*		\$5,462,000
Includes Roof / Building envelope, HVAC, Electrical, Fire Alarm, IT Classroom up-grades, Elevator, Exterior Painting, Exterior Repairs, and Windows		
Landscape Allowance		\$22,000
Furniture, Fixtures, & Equipment		\$1,287,000
Inflation Allowance		\$1,211,000
Subtotal Hard Costs		\$26,555,000
Soft Costs		
Includes A&E Fees, Additional A&E, Testing Fees, Surveys, Local Fees & Permits, Start Up Expenses, Direct Project Expenses, Project Contingency, and Project Management		
		\$6,953,000
Subtotal Soft Costs		\$6,953,000
Total Project Costs		\$33,508,000

*Deferred maintenance reduced 40% by renovation projects

Light Renovation (Cosmetic) e.g. Some paint and flooring

Medium Renovation (Partial) e.g. Some furniture/equipment and non-load-bearing walls

Heavy Renovation (Gut) e.g. Layout change



BRAILSFORD & DUNLAVEY / FSU: ANSWERING THE CALL

Cordts PE Center Recreation Program

- › Approx. 51,000 GSF
- › Rock Climbing Wall
- › Two-Court Gymnasium
- › Student dedicated weight & fitness space
- › Multipurpose Rooms
- › Racquetball Court
- › Support and Storage Rooms

Student Fee

- › \$217 / student / term supports Recreation Renovation Prgm (No Capital Contribution included)
- › Contribution of \$3.5M reduces fee below \$200 / student / term

The Catalyst for Development

FROSTBURG STATE ACADEMIC PROGRAMS

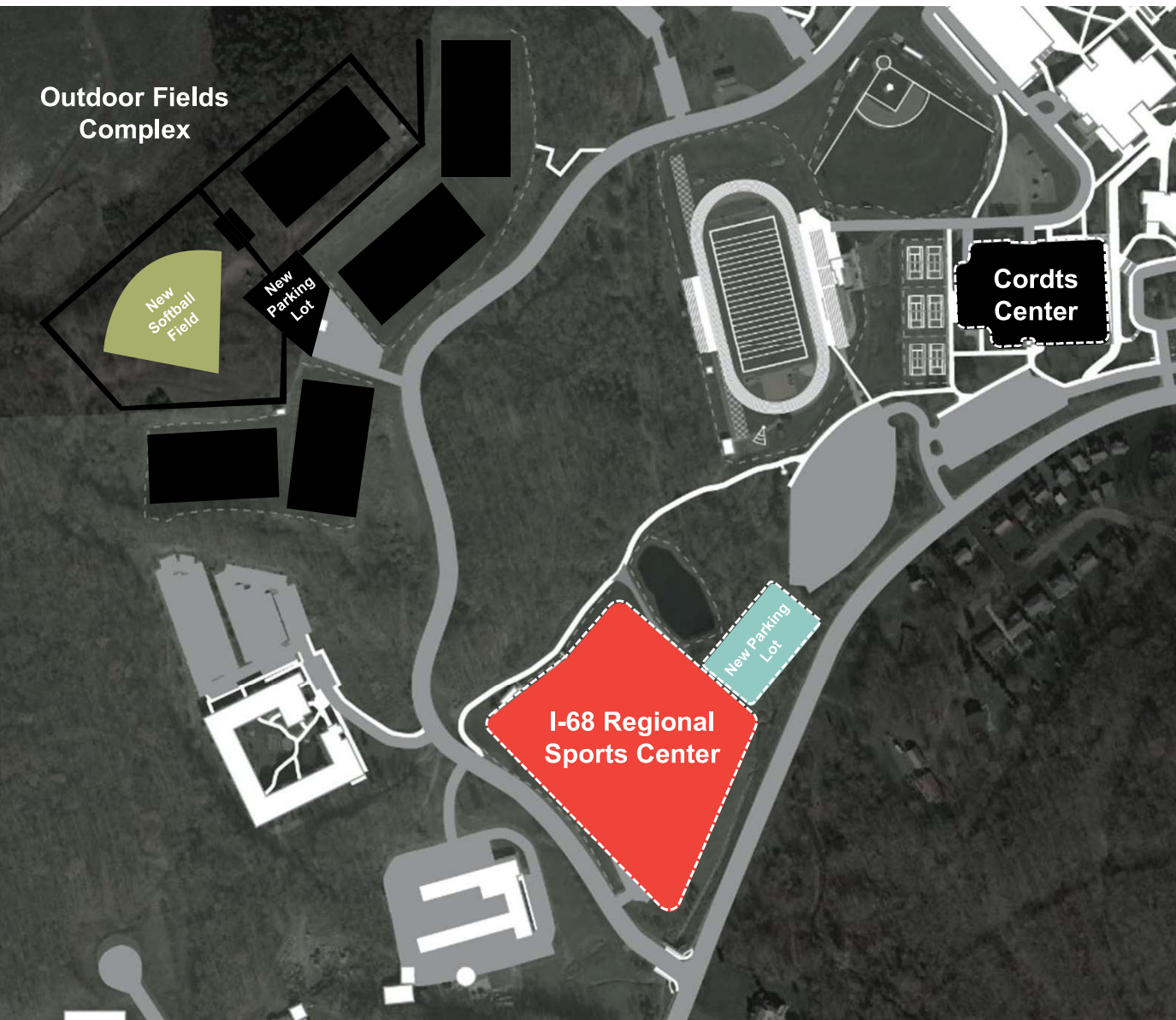
Major	Fall 2019 Enrollment	Degrees Awarded (FY 2019)
Adventure Sports Management	6	0
Athletic Training	41	11
Exercise & Sport Science*	152	37
Health & Physical Education	43	11
Recreation & Parks Mgmt	80	23
Health Science	177	25
Recreation, Parks, & Sports Management	31	7
Total :	530	114

* Combined Bachelor of Science in Exercise & Sport Science/Master of Science Athletic Training

I-68 Regional Sports Center and Cordts renovation to provide support to FSU athletics and recreation related majors and enrollment growth.

FSU Athletic and Recreation Related Majors

- › Over past 5 years, 500+ students enrolled annually and 18% increase in degrees awarded
- › 10% of total enrollment in these majors
- › With 700+ students currently enrolled in courses within these majors (Fall 2019), 13% of students will be impacted by the projects



Phased Strategy

PHASE 1

I-68 Regional Sports Center

- › Provides flexibility for athletics and initial revenue generation

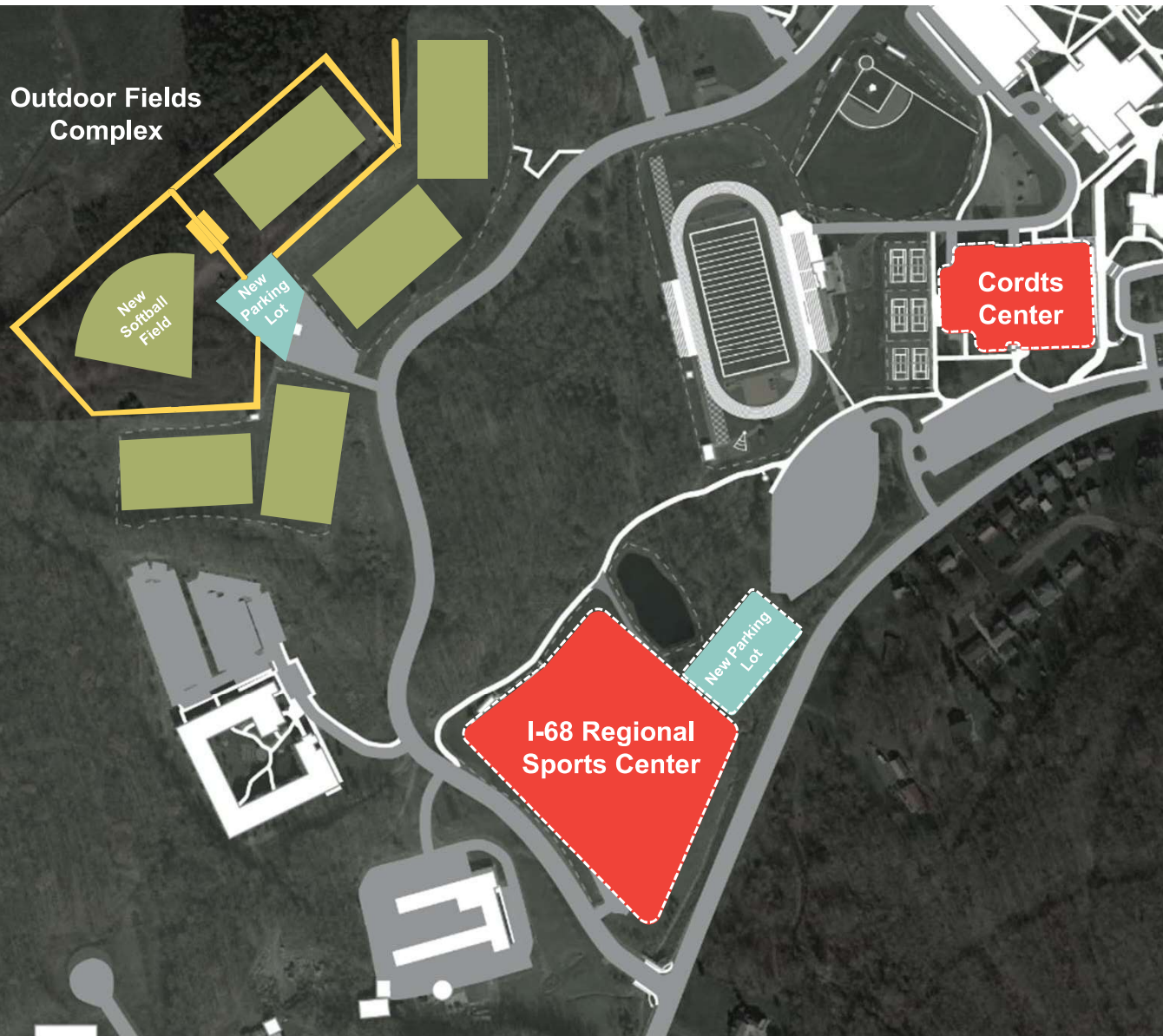


Phased Strategy

PHASE 2

Outdoor Fields Complex

- › Creates sports tourism and increased flexibility for athletic



Phased Strategy

PHASE 3

Cordts PE Center Renovation & Expansion

- › Drives value and community for students

Maplehurst Site

NEW OPPORTUNITIES TO INVESTIGATE

Frostburg State has the opportunity to partner with local developers to transform the Maplehurst site. The site creates new ways to attract sports tourism, recruit higher caliber students and faculty, and diversify recreational offerings for the region.

- › Based on the location, size, and orientation of the site it can potentially be used for the activities below:



OUTDOOR
RECREATION



HOUSING



MULTIPURPOSE
PLAYING FIELDS



OUTDOOR TRACK



LIVE-EVENT
HOSTING



CROSS COUNTRY
COURSE

- › Partnering with local stakeholders could help accelerate Western Maryland's revitalization and reflects confidence in the University's position as a regional leader



05

Maximizing Value



Maximizing Value

OVERVIEW

The purpose of the economic impact analysis is to quantify the fiscal benefits generated by the construction and operation of the I-68 Regional Sports Center.

- › Effects are measured in terms of economic activity, jobs, and wages
 - **Direct impacts:** economic activity created by the expenditure of dollars on construction and operation
 - **Indirect impacts:** the value of additional economic demands that the project places on supplying industries
- › RIMS II input-output multipliers were developed based on information published by the U.S. Department of Commerce Bureau of Economic Analysis.
 - Multipliers provide the basis for estimating what portion of the demand for goods and services is satisfied in Allegany County and the State of Maryland.

Maximizing Value

ONE-TIME ECONOMIC IMPACTS

Construction Benefits Summary

Original Regional Sports Center Prgm & Cordts PE Reno Prgm

State of Maryland

Estimated Economic Activity	\$55,300,000
Estimated Wages	\$54,000,000
Estimated Jobs	1,438
Fiscal Benefits	\$2,823,000

Western MD Recurring Operations (Allegany & Garrett Counties)

Estimated Economic Activity	\$15,160,000
Estimated Wages	\$32,580,000
Estimated Jobs	900
Fiscal Benefits	\$1,494,000

Regional Sports Center Prgm w/ Ice Rink & Cordts PE Reno Prgm

Estimated Economic Activity	+\$8M
Estimated Wages	+\$7.9M
Estimated Jobs	+214
Fiscal Benefits	+\$413K

Estimated Economic Activity	+\$2.2M
Estimated Wages	+\$4.8M
Estimated Jobs	+136
Fiscal Benefits	+\$219K

Maximizing Value

ANNUAL ECONOMIC IMPACTS W/ FSU PROJECTED ENROLLMENT GROWTH

State of Maryland Recurring Operations

	Original Prgm	w/ Ice Rink
Direct Benefits		
Estimated Output	\$2,700,000	+\$400K
Estimated Wages	\$1,200,000	-
Estimated Employment	36	-
Indirect & Induced Benefits		
Estimated Output	\$2,300,000	+\$400K
Estimated Wages	\$2,400,000	+\$400K
Estimated Employment	64	+10
Total Benefits		
Estimated Output	\$5,000,000	+\$1M
Estimated Wages	\$3,600,000	+\$400K
Estimated Employment	100	+10

Western MD Recurring Operations (Allegany & Garrett Counties)

	Original Prgm	w/ Ice Rink
Direct Benefits		
Estimated Output	\$1,530,000	+\$140K
Estimated Wages	\$930,000	-
Estimated Employment	27	-
Indirect & Induced Benefits		
Estimated Output	\$1,850,000	+\$140K
Estimated Wages	\$1,977,000	+\$103K
Estimated Employment	52	+3
Total Benefits		
Estimated Output	\$3,380,000	+\$280K
Estimated Wages	\$2,907,000	+\$103K
Estimated Employment	79	+3

Maximizing Value

COMPLEX PROJECTIONS: FACILITY OPERATIONS

	Original Prgm	w/ Ice Rink
Revenues	2022	2022
Concessions*	\$147,900	+\$47K
Merchandise	\$30,800	-
Facility Rentals (e.g. fields, ice rink, equipment, tournaments)	\$1,091,700	+\$362K
Advertising & Sponsorship*	\$245,900	-
Total	\$1,516,300	+\$409K
Expenses	2022	2022
Personnel	\$571,600	+\$11K
Non-Personnel	\$766,700	+\$1.2M
Total	\$1,338,300	+\$1.2M
Net Operating Income	\$178,000	-\$583,700 (-\$762K)

*TBD - Dependent on current food service contract and potential advertising/sponsorships

- › Self-supporting project based on annual operating projections (without Ice Rink)
- › Local employers and potential donors should be targeted early in planning process

Maximizing Value

TOURNAMENT PROJECTIONS

Revenues	2022
Tournament Fees	\$721,800
Concessions*	\$99,900
Total	\$821,700
Expenses	2022
Personnel & Non-Personnel	\$132,400
Total Net Revenue	\$689,300
 Net Revenue Per Tournament	 \$114,900

*TBD - Dependent on current food service contract and potential advertising/sponsorships

Assumptions

- › Six (6) outdoor tournaments of 48 teams
- › \$2,440 fee per team per tournament (2019 \$)
- › Eight (8) fields used per tournament
- › No parking fees

P3 CASE STUDY: MYLAN PARK (MORGANTOWN, WV)



Mylan Park's mission is to advance educational, recreational, social, and economic benefits while improving the quality of life for residents and visitors.



 BRAILSFORD & DUNLAVEY / FSU: ANSWERING THE CALL



*Partnership between Mylan Park Foundation and
WVU, WVU Hospitals & WVU athletics.*

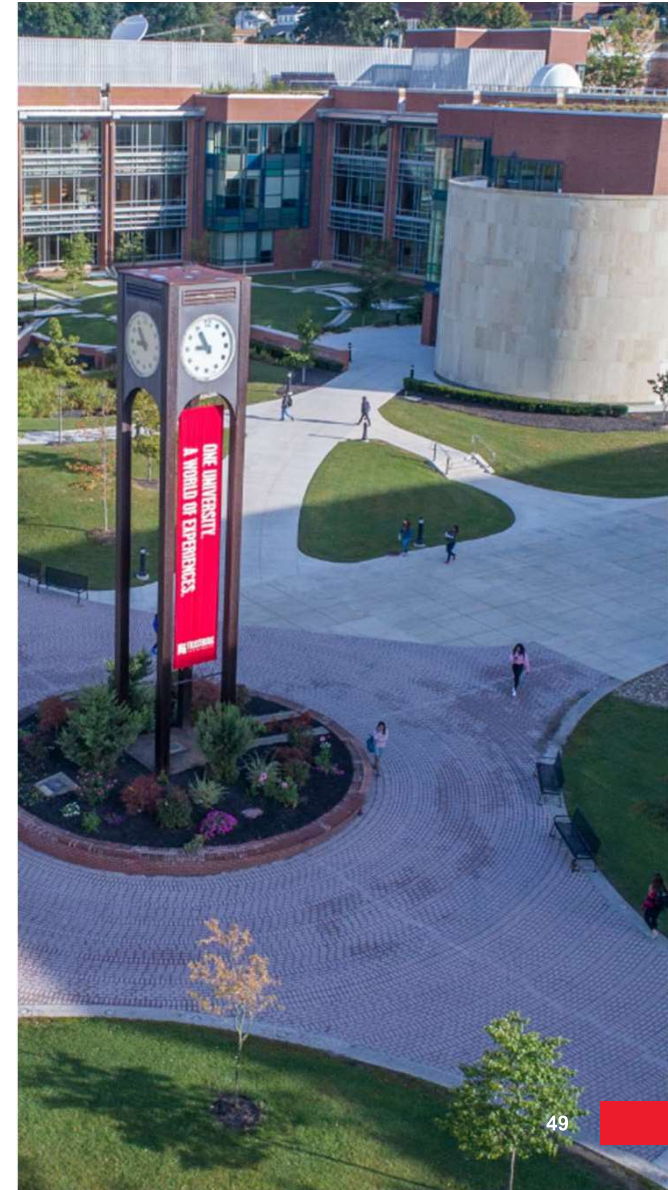
Mylan Park stats:

- › \$53M
- › Phased opening
- › 300 acres
- › \$40M Aquatic (indoor and outdoor) and Track (outdoor) Center
- › 53,000 SF Comm Center
- › Turf Field
- › Grass Fields (4)
- › Outdoor Event Pavilion
- › Horseshoe Courts (24)
- › RV Parking Lot
- › Adaptive Field Complex

Maximizing Value

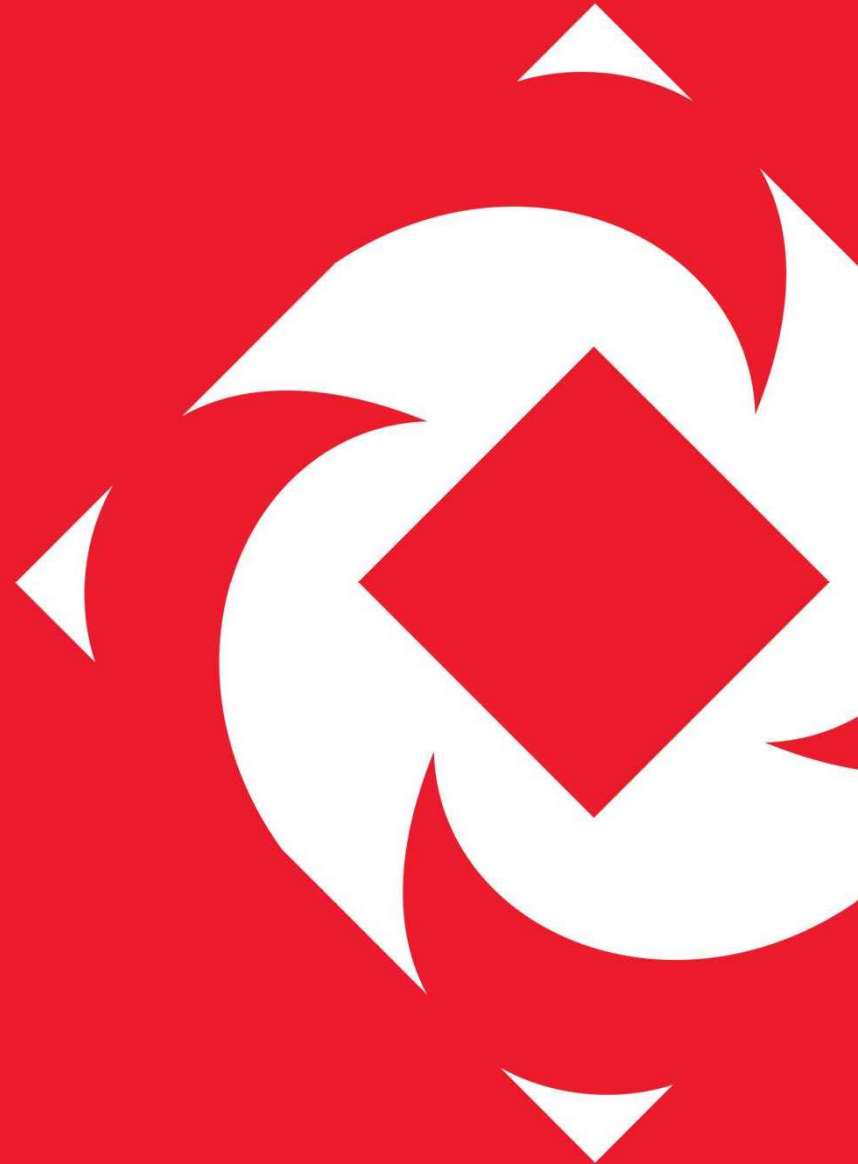
PRELIMINARY KEY FINDINGS

- 1** The **community supports** Frostburg State's vision of economic development via enrollment growth, enhanced quality-of-life, and sports facilities
- 2** The **market is competitive**
- 3** An opportunity exists to create **significant economic activity through a sports facility**
- 4** **Additional resources will be required** to operate as a stand-alone facility



Thank you.

VISIT **PROGRAMMANAGERS.COM**
FOR MORE INFORMATION.





INDEPENDENT PEER REVIEW – PROPOSED REGIONAL SPORTS CENTER & SPORTS FIELDS AT FROSTBURG STATE UNIVERSITY

PRESENTED TO: MARYLAND STADIUM AUTHORITY



FINAL REPORT – JUNE 2022



June 21, 2022

Mr. Al Tyler, Vice President, Economic Development
Maryland Stadium Authority
Capital Projects Development Group
351 West Camden Street, Suite 300
Baltimore, MD 21201

Dear Mr. Tyler:

Crossroads Consulting Services LLC has completed its independent peer review of the study and analysis conducted by Brailsford and Dunlavey related to a proposed new regional sports center and enhanced and relocated outdoor fields on the campus of Frostburg State University. This report summarizes our findings and principal conclusions from the research and analysis.

The findings contained in the report reflect analysis of information provided by secondary sources that are assumed to be correct. We have utilized sources that are deemed to be reliable but cannot guarantee their accuracy. We have no obligation, unless subsequently engaged, to update our report or revise the information contained therein to reflect events and transactions occurring after the date of this report.

In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by Maryland Stadium Authority and Frostburg State University and may not be relied upon by any party for any purpose, including financing. Notwithstanding these limitations, it is understood that this document may be subject to public information laws and, as such, can be made available to the public upon request.

Although you have authorized reports to be sent electronically for your convenience, only the final hard copy report should be viewed as our work product.

We have enjoyed serving you on this engagement and look forward to the opportunity to provide you with continued services.

Sincerely,

Crossroads Consulting Services LLC

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1. INTRODUCTION AND EXECUTIVE SUMMARY



PROJECT BACKGROUND

The City of Frostburg (City) is in west Allegany County, Maryland. The City is about a two-and-a-half-hour drive from Baltimore, Washington, D.C., and Harrisonburg, Virginia. Founded in 1812, the City currently has a population of approximately 9,000 residents.

The Frostburg State University (FSU) campus encompasses 260 acres. Founded in 1898, FSU is an accredited public institution offering undergraduate, graduate, and doctoral degrees for students and is the only four-year institution of University System of Maryland west of the Baltimore-Washington corridor. It serves as the premier educational and cultural center for Western Maryland and surrounding counties in Pennsylvania and West Virginia. According to The Washington Monthly 2021 College Rankings, FSU ranked first among public universities in Maryland.

As shown below, enrollment at FSU has historically averaged more than 5,000 students in undergraduate, graduate and doctoral programs combined.

Frostburg State University Enrollment (2017–2020)					
	2017	2018	2019	2020	Average
Undergraduate	4,725	4,638	4,429	4,419	4,553
Graduate	589	587	673	662	628
Doctoral	82	69	76	77	76
Total	5,396	5,294	5,178	5,158	5,257

Source: Frostburg Enrollment Profile.

FSU is home to 22 NCAA intercollegiate team sports. Students can also participate in club and intramural sports. FSU offers multiple athletic facilities including, but not limited to, Bobcat Natatorium, Bobcat Arena, Bobcat Stadium, Bob Wells Field and Bobcat Field.

In November of 2020, FSU engaged Brailsford and Dunlavey (B&D) to evaluate the existing athletic facilities on campus and identify gaps between the University's athletic facilities and its athletic needs. In addition to studying FSU's athletic needs, the study explored ways to maximize FSU as an economic driver. B&D provides advisory services ranging from market analysis and financial modeling to development structure evaluation and construction oversight. Centers LLC, is a subsidiary of B&D that provides management services for university recreation, fitness and wellness facilities such as Mylan Park in Morgantown, West Virginia.

The B&D study found that most of the University's athletic facilities do not meet the required needs of FSU athletes. The study recommended the development of a new regional sports center with a turf field(s), two basketball/volleyball courts, 2,000 spectator seats, multi-purpose practice space, a weight and fitness center, and other amenities. The proposed indoor sports center could also include an ice rink. In addition, the study recommended the relocation and enhancement of six outdoor turf fields that could accommodate FSU athletic programs as well as host tournaments that generate economic benefits.

In addition to the development of the indoor and outdoor sports facilities, the study recommended the renovation of the existing Cordts Physical Education Center, which has historically served as the primary facility for student athletics and recreation. With the development of a new indoor sports center, B&D recommended that the Cordts Physical Education Center serve as the facility for general student and faculty/staff recreation on campus while the proposed new regional sports center would be dedicated to accommodating FSU's athletic programs, including men's and women's basketball and women's volleyball home games. Both the proposed new regional indoor sports center and the outdoor fields could be available for rental and/or membership opportunities.

According to B&D, if built, it is envisioned that the proposed regional sports center and outdoor fields would promote University growth, enhance quality of life in the region, and support sports tourism. These new facilities could attract new students, employees, and employers, while building community and empowering youth and families within the region.

PURPOSE OF THE STUDY

Maryland Stadium Authority (MSA) retained Crossroads Consulting Services LLC (Crossroads Consulting) to conduct an independent peer review of certain components of the B&D study, specifically those related to a proposed new regional sports center and outdoor fields on the FSU campus. Specifically, the focus of this review is assessing the overall reasonableness of B&D's building program recommendations, financial pro forma and economic impact estimates and related assumptions. The independent peer review focused on the proposed new sports complex which includes the sports center and the outdoor fields but not the proposed ice rink or renovations pertaining to the Cordts Physical Education Center. Further, this independent peer review does not include an assessment of the construction costs or construction-related economic impacts estimated by B&D. The findings in this report are limited as Crossroads Consulting did not complete any detailed market analysis surveys or focus group sessions.

The analysis contained within this study does not include any architectural-related services (e.g., environmental assessments, noise analysis, transportation/traffic impact analysis, etc.). In addition, this study does not include any detailed programming, design planning services, site development/planning services (e.g. geotechnical engineering, testing, surveying, etc.) or project cost budgeting/phasing. The conclusions outlined in this study are only one factor that FSU should consider in its strategic planning efforts. The research and analysis contained in this report are intended to allow FSU and MSA to draw informed conclusions regarding the potential viability associated with future development of the proposed new regional sports center and outdoor fields.

WORK PLAN

Research tasks completed as part of this study effort included, but were not limited to, the following.

- Obtained input from client representatives to develop an understanding of the background, history and key issues related to the study; confirm the study scope and objectives; review existing data related to the project; and discuss the project schedule.
- Reviewed the B&D study titled “Answering the Call” and dated November 2020.
- Obtained and reviewed additional information from B&D related to their analysis, assumptions and financial and economic estimates for the proposed new regional sports center and outdoor fields at FSU.
- Reviewed the 2018 – 2028 Frostburg State University Facilities Master Plan.
- Performed a cursory analysis of market attributes including demographic and socioeconomic metrics, transportation access, hotel supply and the supply of existing sports facilities to provide perspective on the market in which the proposed projects would operate in and assist in the peer review of the B&D study.
- Performed an independent peer review of the B&D study in terms of the demand analysis, financial pro forma and related assumptions, and economic and fiscal impact methodology and related assumptions. The findings of the report are limited as Crossroads Consulting was not engaged to undertake any detailed market analysis surveys and/or focus group sessions.
- Summarized notable observations related to the B&D study and commented on the overall reasonableness of the study from a general market and economic perspective.

The remainder of this report provides an executive summary which is followed by our cursory market analysis as well as our more detailed findings based on the independent peer review of the B&D study. The accompanying report is restricted to internal use by FSU and MSA and may not be relied upon by any party for any purpose including financing.

EXECUTIVE SUMMARY

FSU is an economic driver to the local area with a historical average enrollment of over 5,000 students, in addition to staff. One of the primary ways that FSU attracts students is through its athletic programs and facilities. As previously mentioned, FSU is home to 22 NCAA intercollegiate team sports. Students can also participate in club and intramural sports. These athletic programs attract new visitors to the area that spend money at local restaurants, hotels and retail establishments. As such, FSU directly supports existing businesses and plays a significant role in attracting new businesses to Frostburg.

A study completed by B&D in November 2020 for FSU found that many of the University's athletic facilities do not meet the needs of teams and that there is demand for new facilities. As such, B&D recommended the development of a new sports center and enhanced and relocated outdoor fields. While there will likely be non-FSU rental opportunities at these new facilities, they are primarily envisioned to be dedicated to accommodating FSU's athletic needs. Both the proposed indoor sports center and outdoor fields would better position FSU to retain and expand its student base, recruit and foster student-athletes and staff and enhance FSU as an economic driver. Many similar facilities are built for the economic impacts they can generate to the surrounding area. Research indicates that competitive sporting events are less impacted by economic downturns as families are committed to their children's athletic activity. Further, B&D recommended the renovation of the existing Cordts Physical Education Center which is anticipated to be dedicated to serving the recreation needs of students and faculty.

MSA retained Crossroads Consulting to conduct an independent peer review of B&D's study related to the proposed new sports center and outdoor fields on the campus of FSU. The following summarizes our key observations related to the overall reasonableness of B&D's building program recommendations, financial pro forma and economic impact estimates and related assumptions.

- While B&D conducted significant market outreach with FSU faculty and students, it is recommended that additional surveys be conducted with potential user groups that represent local, regional and national sporting events to gauge demand from these market segments, particularly for the enhanced and relocated outdoor fields. This input would augment the prior survey effort and help identify additional market opportunities, refine facility requirements as well as quantify the potential type and number of events and attendance that could potentially occur at the outdoor fields.
- The recommendation, and proposed building program, for a new sports center and enhanced and relocated fields appears to be consistent with our understanding of FSU's objectives as well as the research and analysis conducted by B&D. The recommended building program should be further refined by an architect that specializes in the design of

similar facilities. Adjustments to capacity and square footage may be necessary to maximize usage and efficiency which would impact construction costs. Further, the recommended phasing approach is consistent with FSU's objectives.

- The estimated incremental new attendance at basketball/volleyball games at the new indoor sports center appears high. B&D did not include the potential rental of the indoor turf field or indoor competitions, camps, clinics or tournaments in their estimate of usage at the new indoor sports center, which reflects a conservative approach.
- While the estimated participant attendance at the outdoor fields appears to be reasonable, the ratio of spectators per participant appears high.
- Based on our review of the financial estimates prepared by B&D, FSU may want to plan for the proposed projects to operate closer to breakeven, which is consistent with our review of comparable facilities in which a university is the primary user.
- There appears to be discrepancies in B&D's calculation of indirect and induced economic benefits to Western Maryland (Allegany and Garrett counties). As a result, the estimated total output in Western Maryland (\$3.4 million) appears to be high. Our calculation estimates that total output would be approximately \$2.5 million in Western Maryland.
- Overall, the estimated total output in the State appears to be reasonable. While there appear to be several discrepancies in the calculation of economic benefits, they are deemed to have a nominal impact on the estimated total output in the State.
- B&D's estimate of employment and wages appears to be overstated for both Western Maryland (79 full and part-time jobs and \$2.9 million in earnings) and the State (100 full and part-time jobs and \$3.6 million in earnings). Utilizing a more standard methodology would yield a total of approximately 20 full and part-time jobs and \$600,000 in total earnings in Western Maryland and approximately 50 full and part-time jobs and \$1.7 million in total earnings in the State.
- Upon request, B&D provided us with an estimate of sales and use tax at the State level (\$151,000) and hotel/motel tax at the County level (\$41,000) associated with ongoing operations of the proposed project that was not included in their report dated November 2020. While these estimates appear to be reasonable to conservative, there are likely additional taxes such as admissions and amusement tax and local personal income tax at the local level and personal and corporate income tax at the State level that would be positively impacted but were not quantified.

- As operating objectives and strategies evolve, the estimate of economic and fiscal benefits generated by ongoing operations of the proposed projects should be updated. Future refinements should utilize the most recent multipliers to reflect current market and economic conditions.

The proposed building programs recommended by B&D appear to be reasonable and would significantly benefit FSU. Providing new, first-class athletic facilities would help retain and grow FSU's existing student and faculty base, enhance FSU's recruitment of student-athletes, coaches, and other athletic staff; and improve student-athlete development. Further, the proposed new sports center would allow the Cordts Physical Education Center to be dedicated to the recreational and fitness needs of the general student/faculty base.

In addition, although there were some discrepancies in certain areas related to B&D's estimate of financial operations and economic benefits, the proposed project could potentially be self-sustaining and generate significant economic impacts at both the local and State levels. If built, the local and State economies could benefit from both the construction and ongoing operations of the proposed project in several ways such as enhancing the overall quality of life and livability of the area; attracting a critical mass of people annually to help support area businesses; increasing the development of sports participants in the area; offering first-class facilities to both residents and visitors; serving as a catalyst for future economic development; broadening the area's economic base; and producing economic and fiscal benefits.

The information presented in this executive summary is extracted from the more detailed report. As such, it is important for the reader to review this report in its entirety.

2. CURSORY MARKET REVIEW



MARKET OVERVIEW

To assist in the independent peer review of the B&D study, Crossroads Consulting conducted a cursory market review including an overview of existing FSU athletic facilities and the athletic program, local market conditions, transportation access, hotel supply and the supply of area sports facilities. This review was limited as detailed market analysis surveys and/or focus group sessions were outside the scope of this engagement.

OVERVIEW OF EXISTING FSU ATHLETIC FACILITIES

As previously mentioned, FSU offers multiple athletic facilities that accommodate trainings, practices and games associated with the University's athletics as well as general student/faculty recreation. The size and quality of sports facilities can directly impact a school's recruitment as well as the athletic development of student-athletes.

The following graphic depicts the layout of existing FSU sports facilities.

Map of Existing FSU Sports Facilities



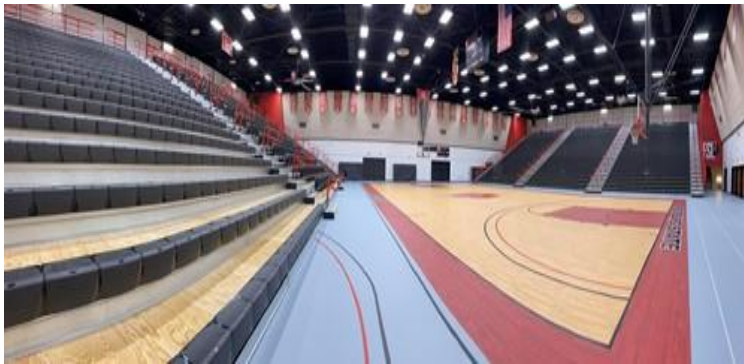
Source: Google Maps.

The following pages provide a brief description of each of FSU's primary athletic facilities.

Harold J. Cordts Physical Education Center offers the Bobcat Natatorium; Bobcat Arena; a second gymnasium; racquetball, handball and squash courts; a golf/baseball practice room; an indoor climbing wall; a gymnastics room; dance studio; and weight and cardiovascular rooms. The facility is home to health and education classes, intramural and intercollegiate competition and other uses of the University community.

Bobcat Arena has 3,600 seats and is home to FSU's men's and women's volleyball and basketball teams. The facility is also used for intramural, club, and varsity practices and competitions. It has a synthetic Versa-Turf 360 multi-purpose surface.

Bobcat Natatorium is an Olympic-size pool with a separate diving well. Bobcat Natatorium is home to FSU's men's and women's swimming programs and has ample spectator seating from an elevated balcony.



Source: Frostburg Athletic Facilities Website



Bobcat Stadium has 3,000 seats and hosts men's and women's varsity field hockey, football, lacrosse, track & field, and soccer competitions and training. The stadium is also utilized by local high school events including boys' and girls' soccer and football. The field is the only existing turf field at FSU.



Source: Frostburg Athletic Facilities Website

Bob Wells Field and Bobcat Field accommodate baseball and softball, respectively. Located between the Harold J. Cordts Physical Education Center and the Lewis Ort Library, Bob Wells Field has a 250-person seating capacity behind the backstop and down the right field lines with additional fan view from the balconies of the Ort Library. Bob Wells Field hosts men's baseball varsity team practices and competitions. Planned upgrades at the field include refurbished dugouts and construction of a new press box. Bobcat Field features a press box, scoreboard and public address system and primarily hosts women's softball.



Source: Frostburg Athletic Facilities Website

The Cordts Tennis Complex is located behind the Harold J. Cordts Physical Education Center and features six lighted courts. The facility is used by physical education classes as well as the public. The Bobcat men's and women's tennis teams compete at this facility.



Source: Frostburg Athletic Facilities Website

In addition to these facilities, FSU features five (5) outdoor rectangular fields which accommodate the school's outdoor sports programs such as soccer, rugby, etc.

Although not an athletic facility, construction is currently underway on the new Education and Health Sciences Center which will be located adjacent to the Cordts Physical Education Center and the baseball field. This new facility will include updated space for the services currently provided in the Brady Health Center.

OVERVIEW OF EXISTING FSU ATHLETICS

Given that a primary objective of the proposed project is to better accommodate FSU's athletic programs, this section provides an overview of the University's current athletics in terms of sports, competition level and facilities.

The mission of FSU Athletics is to provide well-balanced experiences for student-athletes by promoting academic excellence, physical and emotional well-being, healthy competition, and the development of personal competencies that lead to lifelong success. FSU joined the National Collegiate Athletic Association (NCAA) Division III in fall of 1977. FSU sponsors intercollegiate teams in 22 sports. Since 1977, FSU has appeared in over 40 NCAA Championship Tournaments and National Championships and has received numerous awards/titles such including 17 Academic All-Americans, 293 All-Americans, 51 Individual National Championships and three (3) Team National Championships.

The following outlines the 22 sports that FSU sponsors teams in.

Men's Sports	Women's Sports
Baseball	Acrobatics & Tumbling
Basketball	Basketball
Cross Country	Cross Country
Football	Field Hockey
Indoor Track & Field	Indoor Track & Field
Lacrosse	Lacrosse
Outdoor Track & Field	Outdoor Track & Field
Soccer	Soccer
Swimming	Softball
Tennis	Swimming
	Tennis
	Volleyball

In 2018 FSU accepted membership to the Mountain East Conference (MEC) within NCAA Division II contingent upon acceptance and satisfactory progression through the Division II membership process. The outlined schedule for progression through the process indicates that FSU would have full active membership in the 2022-2023 season and be eligible for NCAA postseason competition in this year.

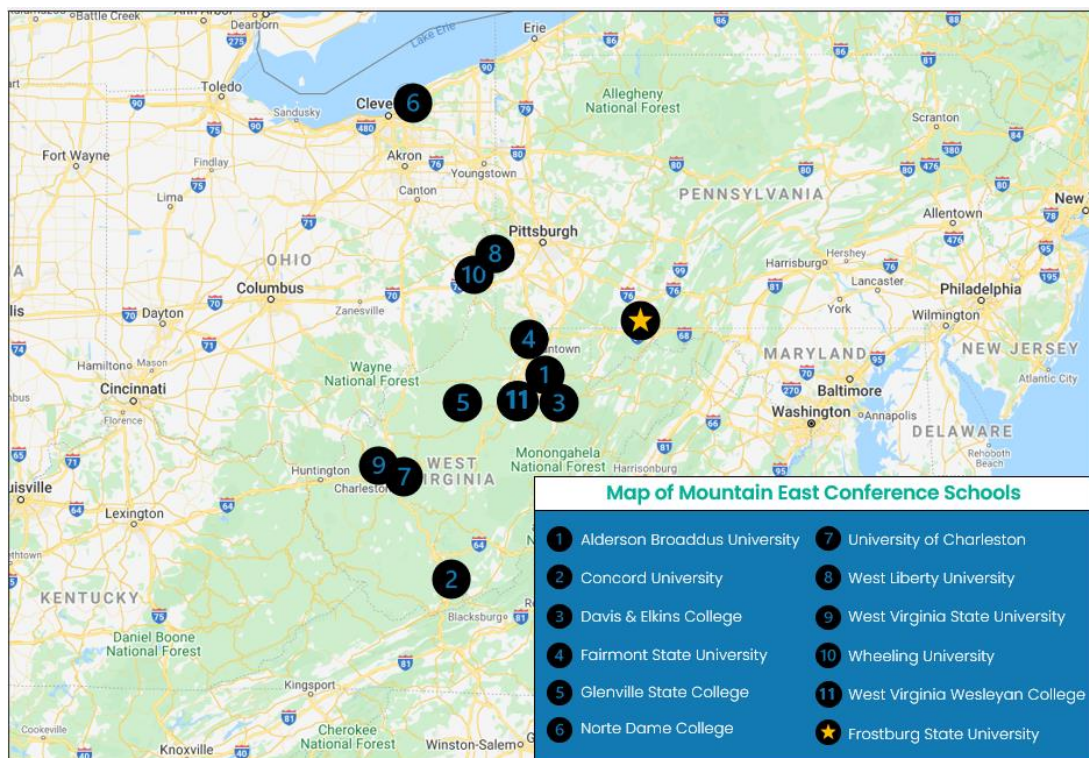
NCAA Division II is a collection of more than 300 NCAA colleges and universities that provide thousands of student-athletes the opportunity to compete. The MEC consists of 12 schools located in the states of Maryland, West Virginia, and Ohio. The MEC was founded in 2012 and currently sponsors 22 NCAA Division II sports. The MEC does not sponsor men's lacrosse or field hockey. As such, FSU's men's lacrosse program is an associate member of the Eastern

Connecticut Conference and women's field hockey competes as an independent Division II team.

The following provides a list of the 12 schools that currently compete in the MEC.

- Alderson Broaddus University - Philippi, West Virginia
- Concord University - Athens, West Virginia
- Davis & Elkins College - Elkins, West Virginia
- Fairmont State University - Fairmont, West Virginia
- **Frostburg State University - Frostburg, Maryland**
- Glenville State College - Glenville, West Virginia
- Notre Dame College - South Euclid, Ohio
- University of Charleston - Charleston, West Virginia
- West Liberty University - West Liberty, West Virginia
- West Virginia State University - Institute, West Virginia
- Wheeling University - Wheeling, West Virginia
- West Virginia Wesleyan College - Buckhannon, West Virginia

As shown below, it appears that the geographic proximity of FSU to other schools within the MEC could create the opportunity to create rivalries that drive higher attendance at games.



LOCAL MARKET CONDITIONS

Characteristics of the market in which the proposed new regional sports center and enhanced and relocated outdoor fields would operate are important to evaluate and understand as they are one factor considered when determining the overall reasonableness of the B&D study completed in 2020. This section provides a cursory review of key demographic and socioeconomic statistics, transportation access, hotel and other offerings, and supply of regional local sports facilities. More detailed data related to demographic/socioeconomic statistics and the supply of sports facilities in the area can be found in the appendix of this report.

DEMOGRAPHIC AND SOCIOECONOMIC STATISTICS

Demographic and socioeconomic indicators are pertinent to assessing demand for participant-driven sports activities. Many variables, including demographic and economic conditions, as well as local area offerings and destination appeal, are likely to impact a facility's competitive positioning in the market.

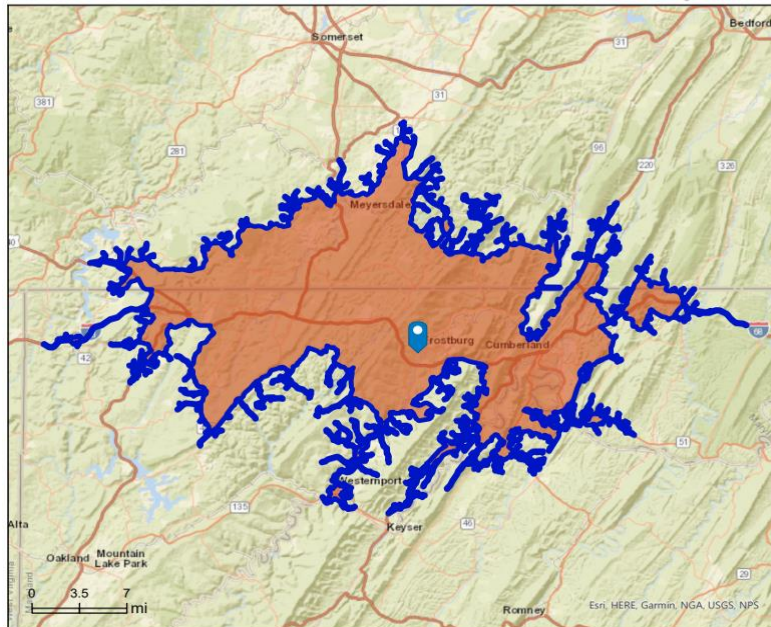
The potential event base at the proposed regional sports center and outdoor fields is anticipated to be diverse. The indoor sports center is anticipated to host trainings, practices and games associated with the University's athletic programs. The outdoor fields are anticipated to host the University's athletic needs as well as sports tournaments that generate tourism. Further, there may be memberships and rental opportunities available to the public at one or both facilities.

This section highlights demographic data including population, age distribution and income characteristics within a 30- and 60-minute drive time from FSU. Typically, community sports activity usually draws people from a 30-minute drive time while tournaments and other larger events can draw from a 60-minute drive time and even greater distances. In addition to the aforementioned market areas, demographic data is also provided as a comparative reference point for Allegany County, the Cumberland Metropolitan Area (Metro Area), the State of Maryland, and the U.S. These profiled markets are not intended to directly correlate to demand but rather to illustrate the characteristics of the market within which the proposed regional sports center and outdoor fields would operate.

A metro area contains at least one core urban area of 50,000 or more inhabitants. Each metropolitan area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration with the urban core. The Cumberland Metro Area consists of Allegany County and Mineral County, West Virginia.

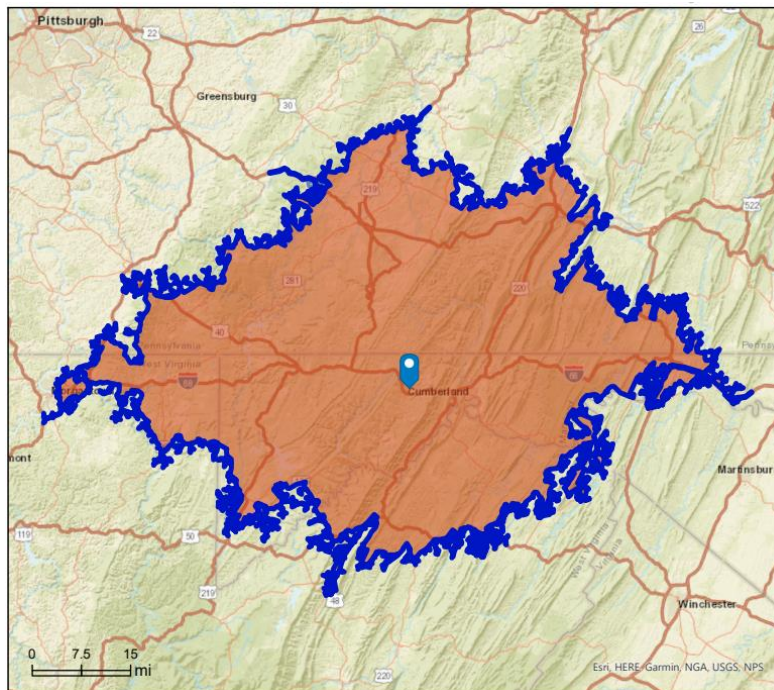
As shown on the maps that follow, both the 30- and 60-minute drive times extend into portions of Pennsylvania and West Virginia which could provide an opportunity for the proposed project to attract non-local participants and spectators that generate economic impacts.

Map of 30-Minute Drive Time



Source: Esri.

Map of 60-Minute Drive Time

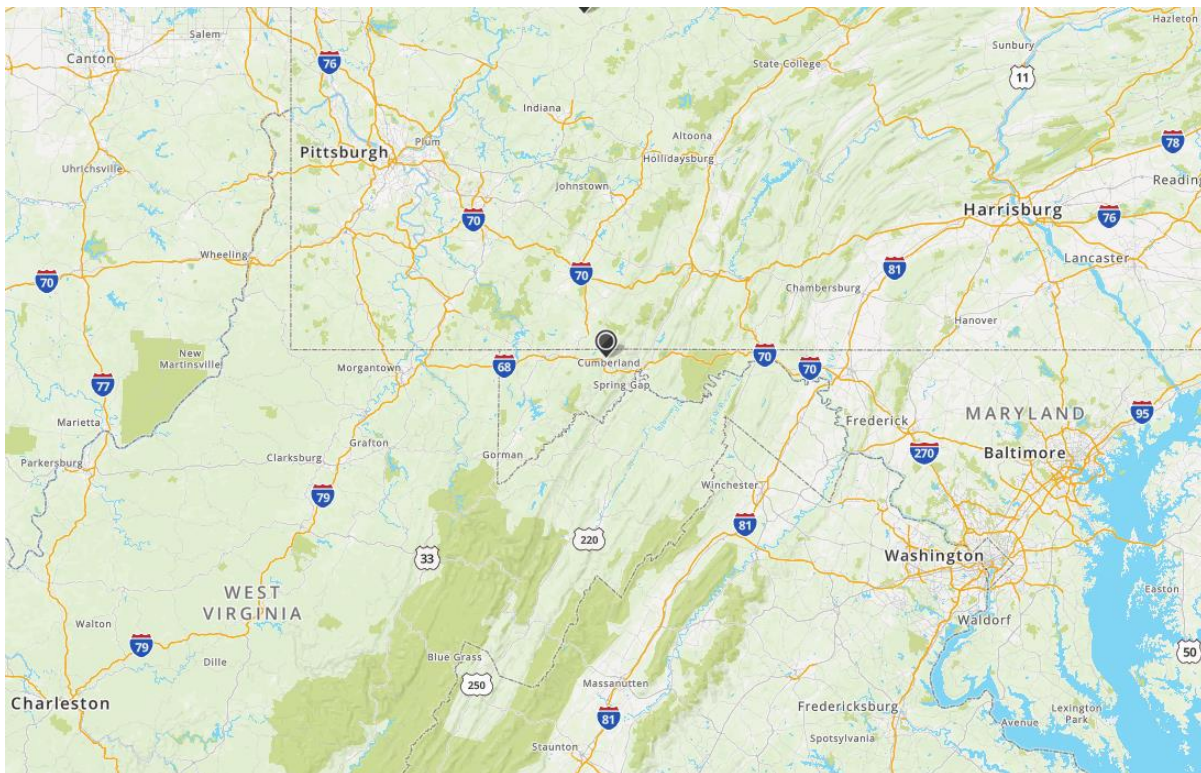


Source: Esri.

Population serves as a base from which the proposed regional sports complex could draw attendance and other forms of support. The population within a 30-minute drive time is relatively small and projected to decline over the next five years. The population and growth rates within the 30-minute drive time are relatively similar to that of Cumberland Metro Area. The population within a 30-minute drive time is also relatively older and less affluent. As it relates to the proposed new projects at FSU, a new sports center and outdoor fields could provide the opportunity to retain, grow, and attract businesses as well as drive people to the area. Similar projects have become economic catalyst for the communities they were developed in.

TRANSPORTATION ACCESS

Ease of access to a market for attendees plays an important role for organizers in selecting locations of venues to host their events. Furthermore, the location and accessibility of a facility relative to the population base can impact its marketability for events. As shown in the map that follows, Interstate 68 (I-68) provides good east-west access to and from FSU. I-68 can be accessed from the north and south using roadways such as Interstate 79, Interstate 99 and Interstate 81. In addition, Route 219 intersects I-68 directly to the west of FSU.



Source: MapQuest.

HOTEL SUPPLY

Hotel accommodations, both in terms of supply and range of offerings, proximate to sports facilities can play an important role in attracting sporting events that draw overnight attendees. Research indicates that participants/spectators tend to travel further and stay longer when their choice of hotel property is readily available.

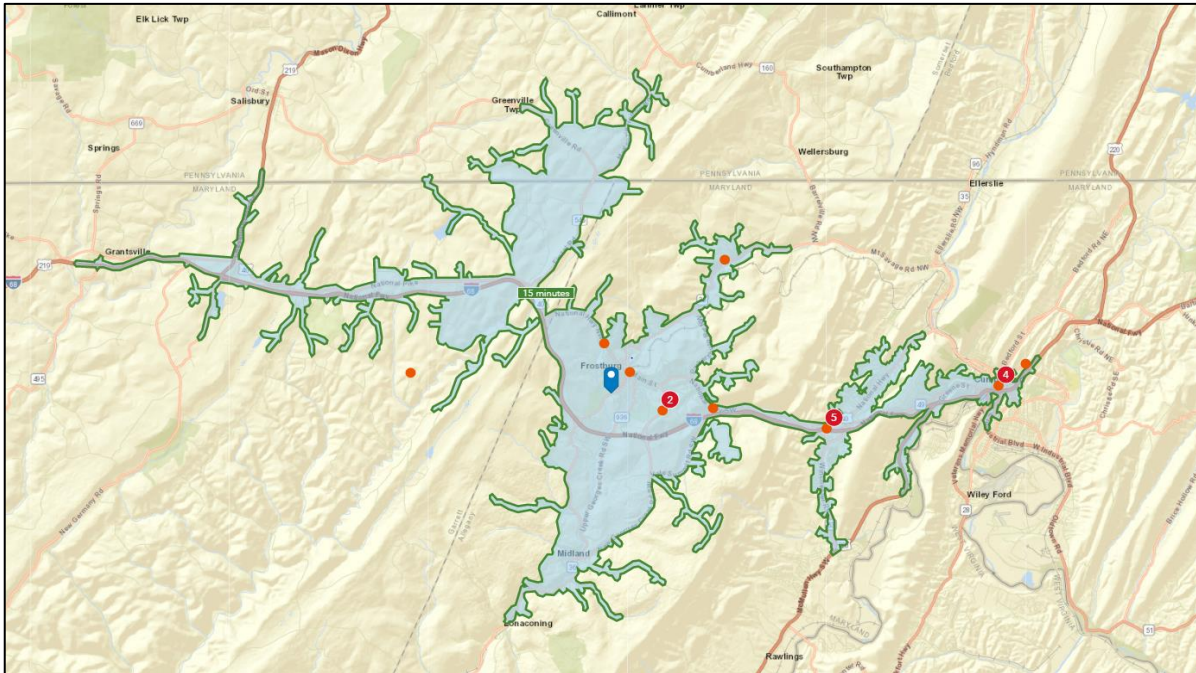
There are just over 900 total hotel rooms within a 15- minute drive time of the FSU campus. There are nine (9) limited-service chain-affiliated hotels that offer an aggregate of 800 rooms. In addition, there are multiple boutique properties that offer an aggregate of 109 rooms. Limited-service hotels are generally defined as those that offer certain services and amenities such as a business center, fitness room, swimming pools, etc. Full-service hotels generally offer all the services of a limited-service hotel as well as full restaurants, luxurious rooms, laundry, shuttle services, spas, room service, etc. Boutique hotels are characterized by their smaller size, personalized service, and local personality.

Hotel Supply within a 15-Minute Drive Time of FSU	
Property	Number of Rooms
Ramada by Wyndham Cumberland	130
Fairfield Inn- Suites by Marriott	108
Best Western Braddock Inn	103
Quality Inn	90
Holiday Inn	87
Motel 6 La Vale Cumberland	80
Hampton Inn-Frostburg	72
Comfort Inn	67
Super 8 by Wyndham La Vale	63
All Other Hotels	109
Total	909

Note: All other hotels includes properties with less than 30 rooms.

The map below illustrates the number of hotels within a 15-minute drive of FSU. As shown, most hotels are situated to the east of FSU along Interstate 68.

Map of Hotels: 15-Minute Drive Time



Source: Esri.

SUPPLY OF LOCAL SPORTS FACILITIES

In addition to accommodating the University's needs, the proposed project is anticipated to be available for community rentals and memberships as well as tournaments according to B&D. The extent that existing sports facilities meet the needs of target markets is important to consider when assessing demand for a new sports center and enhanced and relocated fields. Facility size, program elements, configuration, quality/condition, age, market focus and date availability are factors that impact how competitive facilities may be to the proposed new sports center and outdoor fields.

As shown in the following table, there is a limited supply of sports facilities in the immediate area that can accommodate sports and/or fitness activity, especially activities requiring indoor space. The closest indoor sports facility is the YMCA of Cumberland, which offers two basketball courts, a turf area, an outdoor, rectangular field and other amenities. Both of the profiled outdoor facilities are primarily focused on the recreational needs of the community.

Based on the limited supply of sports facilities in the local area, it appears that new sports facilities at FSU with the appropriate program could fill a gap in the community.

Supply of Local Sports Facilities								
Facility	Approximate Miles From FSU	Outdoor Fields			Indoor Areas			Other Amenities
		Outdoor Rectangular Fields	Outdoor Diamond Fields	Total	Indoor Basketball Courts	Indoor Volleyball Courts	Indoor Turf Areas	
Parris N. Glendening Recreation Complex	2	3	4	7	N/A	N/A	N/A	2 Outdoor Basketball Courts, Two Pavilions, Playground, 2 Fishing Ponds, Half- Mile Walking Trail
YMCA of Cumberland MD	11	1	N/A	N/A	2	N/A	1	Indoor Track, Competition-sized Pool, Hydrotherapy Pool, Climbing Wall, Group Fitness Studio, Outdoor Pavilion
Gene Mason Sports Complex	14	5	3	8	N/A	N/A	N/A	4 Outdoor Tennis Courts, 2 Outdoor Basketball Courts, BMX Track

Notes: Facilities sorted in descending order by miles from FSU.
Data is not inclusive of any planned developments.

Sources: Individual facilities; Secondary research.

Although a primary purpose of any new sports facilities at FSU is to accommodate the University's athletic programs, these potential facilities have an opportunity to attract tournaments that generate economic impacts to the local area and the State. The broader area has multiple indoor and outdoor sports facilities that could compete with new sports facilities at FSU for tournament activity. Within a 75-mile radius, the WVU Student Recreation Center is the largest indoor facility with seven (7) basketball/volleyball courts and is primarily focused on the recreational needs of students. Hazel & J.W. Ruby Community Center at Mylan Park is planning to expand to create an additional five (5) indoor basketball/volleyball courts which could be utilized as indoor soccer fields or pickleball courts. It is anticipated that the expansion will accommodate instruction, recreation, camps, leagues and tournaments. In addition, there are several outdoor facilities such as Mylan Park that are capable of hosting outdoor tournament activity and could compete with any new outdoor sports facilities at FSU. Additional information related to the supply of facilities in the region can be found in the appendix of this report.

3. INDEPENDENT PEER REVIEW



INDEPENDENT PEER REVIEW

This section provides an independent peer review of the B&D study that was completed in 2020 in terms of their analysis, assumptions and recommendations related to demand, building program, phasing strategy, estimated financial operations and estimated economic and fiscal impacts for the proposed new regional sports center and enhanced and relocated outdoor fields at FSU. For purposes of this assessment, the B&D study was reviewed in sections including Demand and Program, Financial Pro Forma and Economic Analysis. Each section provides a summary of B&D's analysis and findings and is followed by key observations resulting from the peer review. As previously mentioned, this independent peer review does not include estimates related to construction, the proposed improvements to the Cordts Physical Education Center or the proposed ice rink.

Further, it should be noted that the B&D study was a preliminary assessment and, consistent with studies for similar projects, should continue to be refined as decisions related to the building program and other the operating characteristics evolve.

B&D – DEMAND ANALYSIS AND PROGRAM RECOMMENDATIONS

The following summarizes key findings related to potential demand, building program recommendations and phasing strategy outlined in the study completed by B&D in November 2020.

FSU Athletic Facility Condition

To better understand the gap between existing facilities and FSU's needs, B&D asked FSU athletic department personnel to rate the condition of each athletic facility on a scale from one (1) to five (5). The following table summarizes key findings from this process. The numbers within the table represent the rating of existing condition and the colors represent whether each facility exceeds (green), meets (yellow) or does not meet team needs (red). As shown, many facilities do not currently meet FSU team needs.

Team	Locker Rooms/ Team Rooms	Practice Facilities	Competition Venue	Spectator Accommodations	Administration	Athletic Training & Rehab	Strength & Conditioning
Men's Teams							
Baseball	4	2	1	1	2	3.5	1.5
Basketball	2	3	1	2	2	3.5	1.5
Cross Country	2	3	3	3	2	3.5	2
Football	4	3	3	4	2	3.5	1
Lacrosse	3	3	3	4	2	3.5	1.5
Soccer	2	3	2	4	2	3.5	2
Swimming	1	3	1.5	3	2	3.5	2
Tennis	1	3	3	3	2	3.5	2
Track and Field	2	2.5	3	3	2	3.5	1.5
Women's Teams							
Acrobatics & Tumbling	1	3	3	3	2	3.5	1.5
Basketball	4	3	1	2	2	3.5	1.5
Cross Country	4	3	3	3	2	3.5	2
Field Hockey	4	2	2	4	2	3.5	2
Lacrosse	4	3	3	4	2	3.5	1.5
Soccer	4	3	2	4	2	3.5	2
Softball	4	2	2	2	2	3.5	2
Swimming	1	3	1.5	3	2	3.5	2
Tennis	4	3	3	3	2	3.5	2
Track and Field	4	2.5	3	3	2	3.5	1.5
Volleyball	4	3	3	2	2	3.5	1.5

Source: B&D "Answering the Call" Study.

FSU Appropriations

The following summarizes key findings in the B&D study related to historical FSU appropriations in comparison to other UM System residential schools.

- FSU has received the lowest combined capital appropriations among UM System residential Schools.
- FSU received the 3rd lowest combined operational appropriations among UM System residential schools.
- FSU appropriations per student are below the average but graduation and retention rates are in alignment with the average of UM System residential schools.

Market Characteristics

B&D's key findings related to the market in which FSU operates in are summarized below.

- Unemployment in the region has been above the national average, while the size of the labor force has declined 8% over the past 15 years. COVID-19 worsened these indicators across the country and locally.
- Limited opportunities and relatively low income levels impact quality of life and retention of labor force.
- Mills and factories closing led to ripple effects of job loss across industries.
- FSU is the second largest employer in Allegany County.
- FSU has continued to evolve over the century to reflect changing demographics and workforce demands and has over 5,000 students.
- The growth and stability of the region depends on the success of FSU.

Survey Results

To better identify the potential athletic facility needs of FSU, B&D conducted a visioning session with campus leadership and 12 stakeholder meetings with the Athletics, Administration and Finance, and Facilities departments as well as officials from the City of Frostburg, Allegany County, and Garrett County. Further, B&D conducted over 700 student and faculty/staff surveys and focus group sessions with over 30 students representing various market segments. The results of this outreach suggested that the addition and improvement of recreation space on campus should be a high priority. The following provides a summary of key findings from the survey of students and faculty. For informational purposes, the survey garnered responses from 287 faculty/staff and 452 students with a 95% confidence level and a +/- 4.8% margin of error.

- Many students are dissatisfied with the size and condition of existing spaces
- Many students are unfamiliar with the facilities and programs available to them
- 20% of students never participated in youth recreational or high school varsity sports
- 53% of students and 58% of faculty do not pursue recreation on campus 2+ days a week
- If desired programmatic changes were implemented on campus, both students and faculty would increase the number of days pursuing recreation
- Students find value in campus recreation with the top three benefits being supporting a healthy lifestyle, managing stress and providing a gathering place to meet new friends
- Students need to be encouraged to participate in recreation on campus with enhanced facilities and programming
- 71% of students would support a student fee

Program

Based on the demand analysis, B&D recommended a new sports center, enhancement and relocation of existing outdoor fields and renovation/enhancement of the Cordts Physical Education Center. As previously mentioned, the Cordts Physical Education Center has historically served as the primary facility for student athletics, including men's and women's basketball and women's volleyball home games, and recreation. Based on information obtained from B&D, it is anticipated that a renovated/expanded Cordts Physical Education Center would primarily serve as the center for general student and faculty/staff recreation on campus. The proposed new regional sports center would be dedicated to FSU's athletic programs, including men's and women's basketball and women's volleyball home games, as well as be available for rental and membership opportunities.

The image below depicts the building program recommendations for the proposed new regional sports center and the enhanced and relocated outdoor fields as outlined in the B&D study. In addition, the proposed recommendations for the Cordts Physical Education Center are shown for informational purposes.



Source: Brailsford & Dunlavey "Answering the Call" November 2020 study.

The following table outlines the building program elements and square footage requirements recommended in the B&D study.

Regional Sports Center Program	
Program Element	Square Feet
Activity Zone	97,000
Indoor Turf Fields	
Two Court Gymnasium	
Spectator Seating (2,000 Seats)	
Weight & Fitness	
Multipurpose Practice Space	
Support Zone	8,000
Food Service (Concessions)	
Guest Lockers	
Outdoor Adventure Center	
Sports Club & League Rooms	
Storage Misc. Components	
Team Zone	27,500
Team Spaces (Basketball, Volleyball, Support)	
Additional Locker Rooms	
Administration	
Outdoor Turf Field Complex	6 Fields
Total Gross Square Footage (73% Efficiency Factor):	180,000

Source: B&D "Answering the Call" Study.

The total estimated square footage requirement for the proposed new sports center is approximately 132,500 net square feet or 180,000 gross square feet which excludes the proposed ice rink. The activity zone is proposed to consist of a two-court gymnasium with a seating capacity of 2,000 for men's basketball and women's basketball and volleyball, a weight training room, practice space, an indoor turf field (160' x 360'), and other support areas.

In addition to the proposed new sports center, the proposed plan includes relocation of the existing softball field and development of six (6) lighted rectangular turf fields (which includes the usage of the outfield of the softball field as a rectangular field). B&D also recommended renovating the existing Cordts Physical Education Center including locker rooms, training spaces, etc.

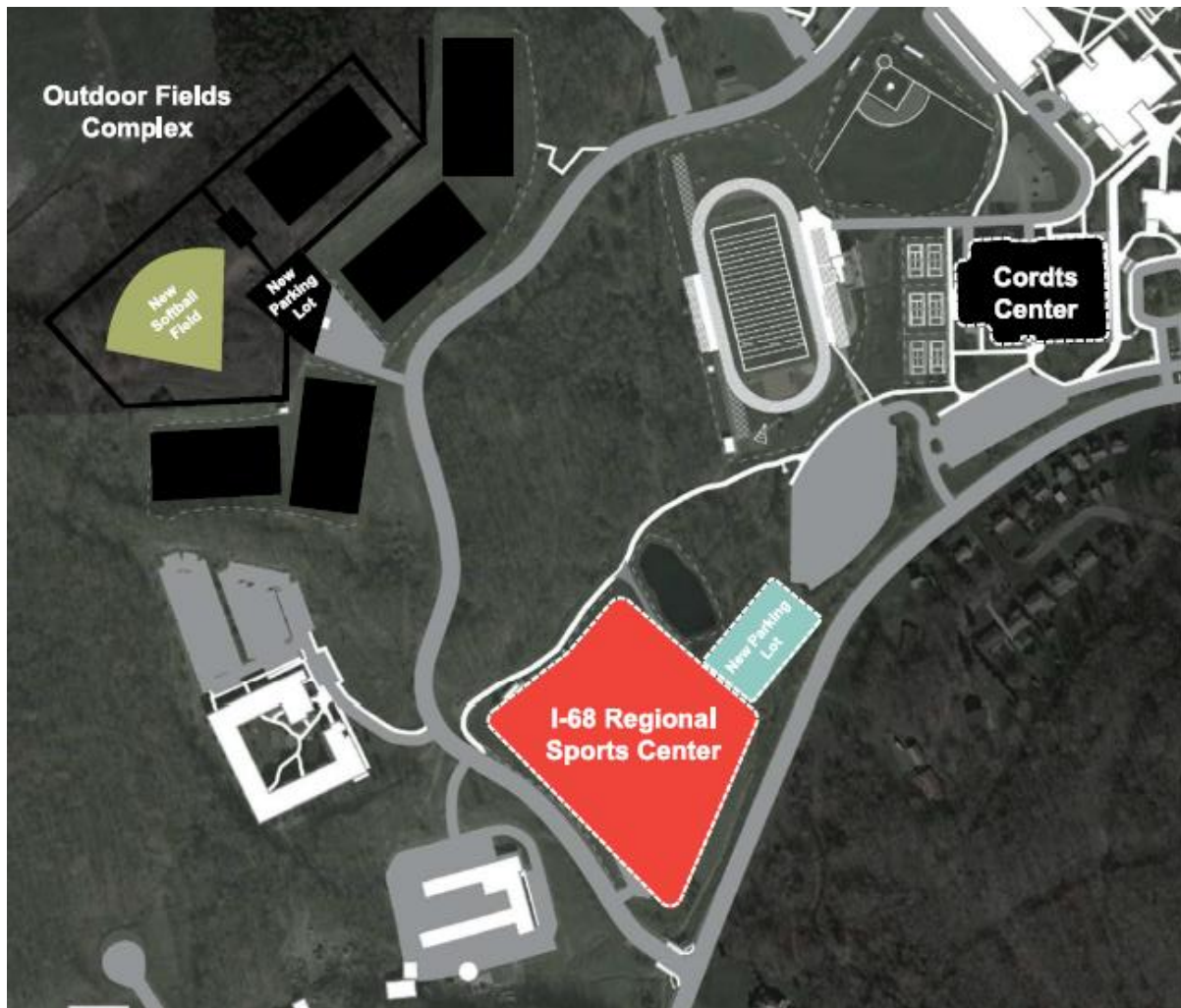
Proposed Phasing Strategy

B&D recommended a phased approach to the development of the new regional sports center and enhanced and relocated fields, which is summarized below.

Phase 1: Development of the new regional sports center

B&D recommended that Phase 1 include the development of the new regional sports center, which will be dedicated to accommodating FSU athletic programs and create revenue generation from rental opportunities.

Phase 1

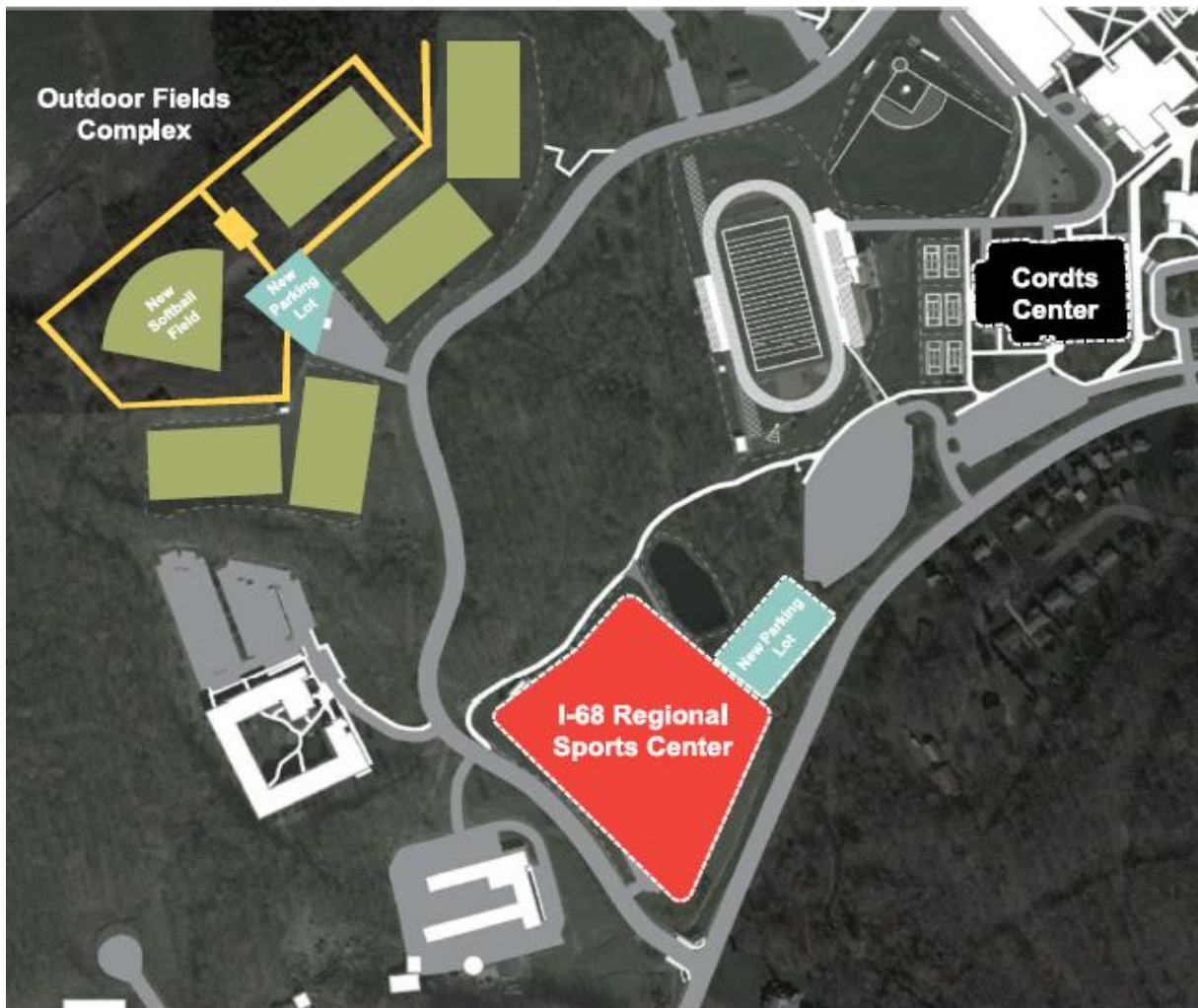


Source: Brailsford & Dunlavey "Answering the Call" Study.

Phase 2: Enhancement and relocation of the outdoor fields

B&D recommended that Phase 2 include enhancement and relocation of the outdoor fields, which will primarily accommodate FSU's athletic programs as well as host tournaments that generate sports tourism and other rental opportunities.

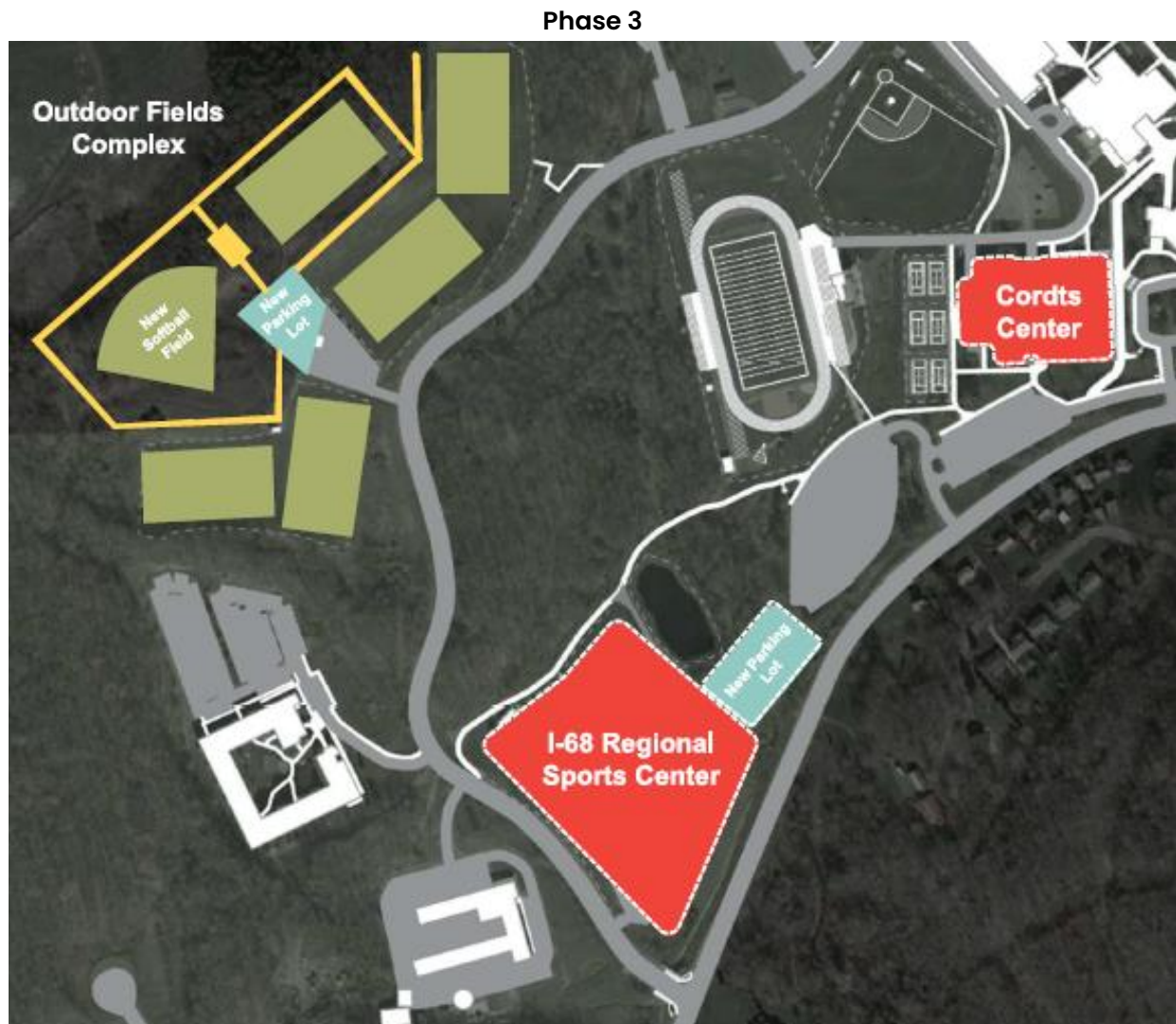
Phase 2



Source: Brailsford & Dunlavy "Answering the Call" Study.

Phase 3: Renovation/Enhancement of Cordts Physical Education Center

Phase 3 includes the renovation and enhancement of the Cordts Physical Education Center which is envisioned to be dedicated to general student and faculty/staff recreation. This phase is shown for informational purposes only.



Source: Brailsford & Dunlavey "Answering the Call" Study.

OBSERVATIONS – DEMAND ANALYSIS AND RECOMMENDED PROGRAM

The following summarizes key observations based on the peer review of the demand analysis, recommended building program and phasing strategy for the indoor regional sports center and outdoor fields recommended by B&D as part of the study completed in November 2020. As previously mentioned, this independent peer review of the B&D study does not include the recommendations related to the Cordts Physical Education Center or proposed ice rink.

Observations – Demand Analysis

- The recommendation for a new sports center and enhanced and relocated fields appears to be consistent with our understanding of FSU's objectives as well as the research and analysis performed by B&D.
- The condition of existing athletic facilities at FSU do not appear to be consistent with other schools within the MEC. The development of the proposed facilities would place FSU in a more competitive position with peer schools.
- B&D conducted significant market outreach with FSU faculty and students. The survey conducted of staff and students appears to be sufficient in terms of obtaining a representative sample. While the market outreach conducted by B&D appears to have been in-depth, it is recommended that additional surveys be conducted with potential user groups that represent local, regional and national sporting events to gauge demand from these market segments, particularly for the enhanced and relocated outdoor fields. This input would augment the prior survey effort and help identify additional market opportunities, refine facility requirements as well as quantify the potential type and number of events and attendance that could potentially occur at the outdoor fields.
- As it relates to attracting user groups outside of FSU programming, a more detailed analysis of demographic and socioeconomic statistics, sports trends and competitive facilities in the region would further assist in gauging and quantifying potential demand for the proposed projects.
- Overall, development of the proposed first-class facilities would enhance FSU's athletic recruiting efforts for student-athletes, coaches, staff, etc., as well as assist in the retention and growth of the student/faculty base. Further, these facilities would better position FSU as an economic driver for the local and surrounding areas. Based on a cursory review of existing sports facilities in the area, it appears that the proposed project, especially the new indoor facility, could also fill an unmet need in the community. Adjustments to the building program may be necessary to maximize these potential benefits.

- Although not required at this stage in the planning process, there will be a need to develop a mission statement and booking policy that prioritizes facility uses and aligns with FSU's operating objectives for both the outdoor fields and the indoor sports center.

Observations – Program

- It appears that the number of outdoor fields is sufficient to accommodate FSU's athletic needs as well as potential tournament activity.
- B&D recommends that each outdoor field offer lights and bleacher seating, which is appropriate to extend usage hours of the fields and accommodate spectators at tournaments. In addition, restrooms, storage, concession stand(s) and other support spaces should be located near the outdoor fields.
- Consistent with the recommendations provided by B&D, as the design of the fields progresses, it would be ideal if all of the fields could meet NCAA size regulations. Further, the softball field should have the appropriate dimensions to allow the outfield to be used as a rectangular field. The final field layout should also ensure that bleacher seating can be offered at each field.
- According to FSU representatives and B&D, while the primary purpose of the proposed new indoor sports center is to accommodate the athletic needs of FSU's student-athletes, it will also be available for rental opportunities and community memberships. The proposed building program elements for the indoor sports center appear to be consistent with these objectives as well as other similar facilities.
- While the primary purpose of the proposed new sports center is to serve FSU's needs and be available for rent to the public, the facility's proposed building program could likely accommodate some smaller, local-based competitions/tournaments. This potential use would need to be further evaluated with a survey effort.
- The proposed indoor building program elements, particularly the indoor turf field, would fill a University need and provide FSU student-athletes an opportunity to train year-round. Further, there would be opportunities to rent the indoor turf field to non-University organizations including those representing outdoor sports seeking indoor training space during the winter months.
- Consistent with our understanding of the objectives of the proposed new indoor facility, it is unlikely that it will host large tournaments on a regular basis as these events typically require a higher number of courts/fields in one location.
 - There are options to cover courts with turf or vice versa to create additional playing surfaces of one type; however, this would depend on demand as well as operational objectives and available funding and would need to be vetted at the appropriate time.

- Most estimated space allocations for the proposed building program elements of the proposed new sports center appear to be appropriate to accommodate the anticipated uses. Certain proposed areas may require additional space as design of the facilities progresses:
 - The proposed seating capacity of the sports center (2,000 seats) is 44% less than the current seating capacity of Bobcat arena (3,600 seats). The average seating capacity of arenas within the MEC in which data was available is approximately 1,970 which is consistent with the proposed new seating capacity. FSU may want to consider a larger seating capacity if certain FSU events such as graduations are anticipated to be held at the facility.
 - According to information provided by B&D, the proposed indoor turf area is anticipated to have dimensions of 160' x 360' (57,600 SF) which can be used as one full-sized field or multiple smaller fields. It is recommended that the final design of the turf area include a square footage allocation for support space such as sideline areas.
 - Court sizes should meet the requirements outlined by NCAA.
 - Additional square footage may be needed for areas such as team spaces and locker rooms to have an appropriate amount of space for circulation and separate restrooms for all genders.
 - The preliminary cost estimates prepared by B&D may need to be revised to account for any additional square footage requirements as the design of the indoor sports center progresses.
- Although not specifically outlined in the B&D study, the indoor sports center and outdoor fields should feature robust Wi-Fi that can support streaming as well as other support amenities such as consistent court/field lighting, a public address system, scoreboards, etc.
- The recommended building program should be further refined by an architect that specializes in designing similar facilities.

Observations – Phasing Strategy

- The recommended phasing strategy appears consistent with the objectives of the proposed project. Should the primary objective of FSU change to attracting events that generate economic impact, then development of the outdoor fields could be shifted to Phase I.

B&D – FINANCIAL PRO FORMA

The following summarizes B&D's financial estimates and related assumptions associated with operations of the proposed sports center and outdoor fields. For purposes of this assessment, estimates and assumptions related to the proposed ice rink are not shown. According to B&D, assumptions and estimates were based on the demand analysis, data from comparable facilities and their industry experience.

Usage/Programming Assumptions

Programming at the proposed new sports center is anticipated to include FSU basketball/volleyball games and practices as well as non-FSU community usage. The following summarizes B&D's assumptions related to these uses.

- Basketball/Volleyball attendance at the proposed new sports center is estimated to be 600 per game (30% of total capacity) or total attendance of 22,200 in 2022. Based on information provided by B&D, this estimate is based on historical average attendance at basketball and volleyball games at FSU as well as comparable facilities. B&D estimated that attendance would slightly decrease annually before stabilizing at an average per game attendance of 525 in 2027.
- B&D estimated that the enhanced and relocated outdoor fields would host six (6) tournaments with 48 teams per tournament. Each team is assumed to have 25 players, two (2) coaches and one (1) staff member. Spectators were estimated at a ratio of three (3) spectators per participant. Including umpires, B&D estimated that the six (6) outdoor tournaments would generate annual attendance of approximately 30,200.
- Combined, the courts and outdoor fields are estimated to draw approximately 35,000 participants/spectators related to community rentals. B&D did not include community rentals for the proposed new indoor turf field.

Estimate of Financial Operations

The following provides a summary of the net operating revenue and operating expense estimates prepared by B&D. The financial estimates reflect the first year of operations and are calculated in 2022 dollars. B&D's estimate of financial operations should continue to be refined as the design, construction timeline and operational aspects of the project progress.

B&D Complex Projections: Financial Operations (2022 dollars)	
Operating Revenue	
Concessions*	\$147,900
Merchandise	\$30,800
Facility Rentals (e.g. fields, equipment, tournaments)	\$1,091,700
Advertising & Sponsorship*	\$245,900
Total	\$1,516,300
Operating Expenses	
Personnel	\$571,600
Non-Personnel	\$766,700
Total	\$1,338,300
Net Operating Income	\$178,000

Note: *TBD – Dependent on current food service contract & potential advertising/sponsorships.

Source: B&D "Answering the Call" Study.

The following summarizes operating revenue and expense line items estimated by B&D.

Operating Revenue

Facility Rentals – This line item includes revenue generated from tournaments at the outdoor fields and other rental opportunities at both the fields and the indoor sports center. Tournaments were estimated to generate \$2,440 per team which was inflated to 2022 dollars. Non-tournament rental of the outdoor fields was estimated to average 2.5 hours/day at an hourly rate of \$313 (2022 dollars), irrespective of the number of fields rented. Indoor courts were estimated to be rented an average of 2.5 hours/day at an hourly rate of \$102 (2022 dollars), irrespective of the number of courts rented. This line item does not include potential revenues from memberships or rental of the indoor turf field.

Concessions – A per capita spending amount was applied to estimated basketball/volleyball attendance, tournament spectators and a portion of the estimated attendance from court/field rentals. It was estimated that the facility would net 45% of concession revenue. It is noted that concession revenue is dependent on the food and beverage service contract.

Merchandise – A per capita spending amount was applied to estimated basketball/volleyball attendance and tournament spectators at the outdoor fields. Approximately 50% was estimated to be net to the facility with the remaining 50% reflecting the cost of goods sold.

Advertising and Sponsorship – This line item reflects a net revenue estimate of advertising and sponsorship based on comparable facilities and is noted to be dependent on potential opportunities.

Operating Expenses

Personnel – Assumes approximately five (5) full-time salaried positions and part-time student labor which is estimated to equate to approximately seven (7) full-time equivalents. The full-time positions were assigned an annual salary. Most student labor positions were assumed to earn minimum wage. This line item also includes five (5) positions paid on a per game basis for tournament operations. The estimate of personnel expense includes benefits and payroll taxes for full-time positions and payroll taxes for part-time student staff. Operations at the outdoor fields on non-tournament days are assumed to continue to be handled by existing FSU staff.

Non-Personnel – Non-personnel expense include equipment, supplies, computer software, insurance, janitorial, maintenance, repairs, marketing, administrative, utilities and a management fee. Non-personnel expenses were calculated by applying a per square foot expense to the total proposed square footage. As it relates to utilities, the estimate reflects the anticipated cost of the proposed new indoor sports center; utilities associated with the outdoor field lights are assumed to be a campus expense.

OBSERVATIONS – FINANCIAL PRO FORMA

- Estimated average attendance at basketball/volleyball games appears to be consistent with other schools within the MEC and represents an increase over historical attendance at FSU. Consistent with B&D's estimates, the facility will likely experience a honeymoon period in year 1 of operations and then the average attendance per game will decrease over the next few years before stabilizing, which is common with new facilities. It should be noted that multiple factors can impact attendance including student enrollment, the opponent, etc.
- The estimate of six (6) tournaments and related participant attendance at the outdoor fields appears reasonable based on the supply of existing facilities in the region and FSU's primary objective of utilizing the fields for University athletics; however, the ratio of spectators per participant appears high.
- B&D's estimated programming includes community rentals of the outdoor fields and indoor courts which is consistent with the objectives of FSU. B&D did not include the potential rental of the indoor turf field or indoor competitions, camps, clinics or tournaments in their estimate of usage at the new indoor sports center, which reflects a conservative approach.
- Estimated facility rental revenue as shown in the report, particularly that associated with the outdoor fields, appears to be high based on our review of comparable facilities. FSU may want to plan for lower net revenue generated from the outdoor fields.

- Estimated revenue from concessions appears to be slightly high based on the per capita spending amount used by B&D. A downward adjustment to the per capita spending on concessions could result in a decrease of approximately \$40,000 in this line item.
- A downward adjustment to both facility rental and concessions revenue could potentially be offset by revenues generated from memberships, hosting small indoor competitions/tournaments and rental of the indoor turf field(s) which were not estimated by B&D.
- Estimated revenue from the merchandise sales appears to be reasonable based on the per capita spending amount used by B&D and the estimated usage of the proposed facilities.
- Estimated advertising and sponsorship revenue appears to be reasonable to slightly high. This line item generally varies based on the number of events, attendance and aggressiveness of the approach taken by management in terms of the amount and type of advertising and sponsorships sold. The proposed projects could have a unique opportunity to garner support in terms of advertising and sponsorships from local and regional organizations. Further market testing is recommended to better understand potential advertising and sponsorship opportunities at the proposed new facilities.
- Staffing levels and positions appear reasonable. It is also reasonable to assume that some services would continue to be provided by FSU.
- Personnel costs appear reasonable for most of the full-time positions. Two of the five positions are estimated to earn an hourly rate that is slightly lower than the effective Maryland minimum wage rate that took effect in January 2022. Increasing these salaries to meet the 2022 minimum wage would result in an increase in personnel cost of approximately \$3,000. The part-time student labor expense also appears to be low as the estimated hourly rate is significantly lower than the minimum wage in 2022. Increasing these rates to meet the 2022 minimum wage would result in an increase of approximately \$90,000 in personnel costs.

It should be noted that estimated expenses impacted by the increasing minimum wage in Maryland will continue to increase into 2025, when the minimum wage will increase to \$15.00/hour.

While full-time and part-time labor estimates appear to be low, personnel costs appear to be slightly high for tournament staff, which are assumed to be paid on a per game basis. While the number of tournament positions is reasonable, the total number of games played during six (6) tournaments appears to be high. Based on industry experience, FSU could plan for a decrease in this line item of \$60,000 to \$70,000.

After accounting for the above, personnel costs could potentially be slightly lower (+/- 5%).

- While certain individual line items for non-personnel costs appear to be slightly low or slightly high, the overall total non-personnel cost appears reasonable.
- Based on our review of the financial estimates prepared by B&D, FSU may want to plan for the proposed projects to operate closer to breakeven, which is consistent with our review of comparable facilities in which a university is the primary user.
- It is recommended that FSU plan for an annual payment specifically designated as a reserve for replacement fund to safeguard the investment. This fund is intended to cover any extraordinary annual/future capital repairs or improvements.
- Some universities charge student athletic fees, which are used to support the maintenance and upkeep of facilities that are regularly available to students. Should FSU decide to increase the current athletic fee, this revenue would positively impact the bottom line.

B&D – ECONOMIC IMPACT ANALYSIS

This section summarizes B&D’s estimated economic benefits associated with the proposed outdoor fields and indoor sports center as well as the general methodology used. While B&D also estimated the economic and fiscal benefits associated with construction of the proposed projects, including the proposed Cordts Physical Education Center renovations, the review of construction-related estimates is outside the scope of this engagement.

B&D estimated the incremental new economic benefits associated with ongoing operations of the outdoor fields and proposed new sports center in terms of direct, indirect and induced and total benefits to both Western Maryland (Allegany County and Garrett counties) and the State of Maryland.

Direct benefits included facility operations as well as spending from incremental new attendees before and after events. Approximately 63% of basketball/volleyball attendance and all tournament activity was estimated by B&D to be incremental new. Based on the event mix, estimated incremental new attendance at the proposed projects was categorized as either in-market day trippers, out-of-market day trippers or overnight stays. Day trippers travel to and from the proposed facilities for the event on the same day while overnight attendees generate room nights. Both day trippers and overnighers were assigned different per capita spending amounts. Adjustments were made to the gross direct spending to account for leakage (i.e. spending that occurs outside of the area). B&D applied RIMS II multipliers to the adjusted direct spending to calculate indirect and induced benefits.

The following table summarizes the economic benefits estimated by B&D.

Annual Economic Impacts*			
State of Maryland Recurring Operations		Western MD Recurring Operations (Allegany & Garrett Counties)	
Direct Benefits		Direct Benefits	
Estimated Output	\$2,700,000	Estimated Output	\$1,530,000
Estimated Wages	\$1,200,000	Estimated Wages	\$930,000
Estimated Employment	36	Estimated Employment	27
Indirect & Induced Benefits		Indirect & Induced Benefits	
Estimated Output	\$2,300,000	Estimated Output	\$1,850,000
Estimated Wages	\$2,400,000	Estimated Wages	\$1,977,000
Estimated Employment	64	Estimated Employment	52
Total Benefits		Total Benefits	
Estimated Output	\$5,000,000	Estimated Output	\$3,380,000
Estimated Wages	\$3,600,000	Estimated Wages	\$2,907,000
Estimated Employment	100	Estimated Employment	79

Note: *The above estimates reflect year 1 operations of the proposed facilities in 2022 dollars.

Source: B&D "Answering the Call" Study.

OBSERVATIONS – ESTIMATED ECONOMIC IMPACTS

- In general, the methodology used by B&D to calculate the gross direct spending associated with ongoing operations of the proposed sports complex appears to be reasonable. However, the amount of incremental new attendance at basketball/volleyball games appears to be high. In addition, B&D includes an estimate associated with increased enrollment at FSU that would typically not be included since increased enrollment can occur due to various factors and it is difficult to estimate enrollment that would be directly attributable to the proposed new facilities. Further, enrollment at FSU's main campus has been decreasing the last few years.
- The allocation of visitors between day trippers (both in-market and out-of-market) and overnight stays appears reasonable.
- The estimated per capita spending amounts on lodging, food and beverage, retail and transportation as well as the allocation among spending categories appear to be reasonable.
- The adjustment B&D made to direct spending in Western Maryland (i.e. Allegany and Garrett counties) to account for leakage appears high based on the location of hotel, retail and dining establishments.
- The adjustment made to direct spending in the State to account for leakage appears reasonable to slightly high.

- B&D utilized RIMS II multipliers which is a reputable source from the Bureau of Economic Analysis. Regional planners, local officials, and investors typically use the Regional Input-Output Modeling System (RIMS II) to assess how projects such as the one under consideration at FSU ripple through an economy. These multipliers were compared to those obtained from an alternative source (IMPLAN) and appear to be reasonable. IMPLAN is a computer software package that consists of procedures for estimating local input-output models and associated databases. The IMPLAN software package allows the estimation of the multiplier effects of changes in final demand for one industry on all other industries within a defined economic area. Its proprietary methodology includes a matrix of production and distribution data among all counties in the U.S.
- The methodology that B&D used to calculate indirect and induced economic benefits and total output at the local and State levels are inconsistent. Further, there appears to be discrepancies in B&D's calculation of indirect and induced economic benefits to Western Maryland (Allegany and Garrett counties). As a result, the estimated total output in Western Maryland (\$3.4 million) appears to be high. Our calculation estimates that total output would be approximately \$2.5 million in Western Maryland.
- Overall, the estimated total output in the State appears to be reasonable. While there appear to be several discrepancies in the calculation of economic benefits, they were deemed to have a nominal impact on the estimated total output in the State.
- B&D's estimate of employment and wages appears to be overstated for both Western Maryland (79 full and part-time jobs and \$2.9 million in earnings) and the State (100 full and part-time jobs and \$3.6 million in earnings). Utilizing a more standard methodology would yield a total of approximately 20 full and part-time jobs and \$600,000 in total earnings in Western Maryland and approximately 50 full and part-time jobs and \$1.7 million in total earnings in the State.
- Upon request, B&D provided us with an estimate of sales and use tax at the State level (\$151,000) and hotel/motel tax at the County level (\$41,000) associated with ongoing operations of the proposed project that was not included in their report dated November 2020. While these estimates appear to be reasonable to conservative, there are likely additional taxes such as admissions and amusement tax and local personal income tax at the local level and personal and corporate income tax at the State level that would be positively impacted but were not quantified.
- As operating objectives and strategies evolve, the estimate of economic and fiscal benefits generated by ongoing operations of the proposed projects should be updated. Future refinements should utilize the most recent multipliers to reflect current market and economic conditions.

- As previously mentioned, the review of estimated economic and fiscal benefits associated with construction is outside of the scope of this engagement. It is recommended that these estimates continue to be updated as the design, building program elements, square footage requirements, and construction timeline and cost evolve.

4. APPENDIX



Exhibit 1 – Demographic/Socioeconomic Statistics

Key Demographic/Socioeconomic Statistics						
Category	Geographic Area					
	Allegany County	Cumberland MSA	30-Min Drive Time	60-Min Drive Time	State of Maryland	U.S.
Population Summary						
2000 Total Population	74,930	102,008	100,383	284,624	5,296,486	281,421,906
2010 Total Population	75,087	103,299	100,796	293,245	5,773,552	308,745,538
2021 Total Population	71,351	99,370	96,946	291,445	6,099,098	333,934,112
2026 Total Population	68,845	96,406	94,011	286,749	6,250,391	345,887,495
2000–2010 Annual Growth Rate	0.02%	0.13%	0.04%	0.30%	0.90%	0.97%
2010–2021 Annual Growth Rate	–0.45%	–0.35%	–0.35%	–0.06%	0.51%	0.74%
2021–2026 Annual Growth Rate (Projected)	–0.70%	–0.60%	–0.61%	–0.32%	0.50%	0.72%
2021 Median Age	42.8	43.5	43.5	44.4	39.6	38.8
2021 Population by Age						
Age 0–24	26.7%	26.5%	26.4%	25.6%	30.0%	31.0%
Age 25–44	25.8%	25.2%	25.3%	25.1%	26.8%	26.8%
Age 45–64	25.0%	25.7%	25.8%	27.0%	26.0%	25.1%
Age 65+	22.6%	22.7%	22.5%	22.2%	17.0%	17.2%
2021 Household Income Distribution						
Less than \$24,999	25.6%	24.4%	24.4%	22.3%	12.9%	18.0%
\$25,000 to \$34,999	11.9%	11.1%	11.2%	10.4%	6.3%	8.4%
\$35,000 to \$49,999	13.1%	14.1%	13.4%	14.3%	8.9%	11.9%
\$50,000 to \$74,999	19.7%	20.5%	19.5%	19.5%	15.1%	17.3%
\$75,000 to \$99,999	14.3%	14.5%	14.3%	13.5%	13.1%	12.8%
\$100,000+	15.4%	15.4%	17.2%	19.9%	43.6%	31.5%
2021 Median Household Income	\$49,105	\$50,304	\$50,893	\$52,575	\$86,104	\$64,730
2026 Median Household Income (Projected)	\$51,593	\$53,570	\$53,820	\$56,789	\$93,931	\$72,932
2021–2026 Annual Growth Rate (Projected)	1.01%	1.30%	1.15%	1.60%	1.82%	2.53%
2021 Average Household Income	\$60,984	\$62,498	\$64,147	\$69,401	\$117,573	\$92,435
2026 Average Household Income (Projected)	\$66,579	\$69,205	\$70,811	\$77,608	\$130,105	\$103,679
2021–2026 Annual Growth Rate (Projected)	1.83%	2.15%	2.08%	2.37%	2.13%	2.43%

Source: Esri.

Exhibit 2 – Supply of Sports Facilities in the Region (75-mile radius)

(Note: This is not an all-inclusive inventory of facilities)

Supply of Regional Sports Facilities – 75-Mile Radius									
Facility	Approximate Miles From FSU	Outdoor Fields			Indoor Areas			Other Amenities	
		Rectangular Fields	Diamond Fields	Total	Indoor Basketball Courts	Indoor Volleyball Courts	Indoor Turf Areas		
Parris N. Glendening Recreation Complex	2	3	4	7	N/A	N/A	N/A	2 Outdoor Basketball Courts, Two Pavilions, Playground, 2 Fishing Ponds, Half- Mile Walking Trail	
YMCA of Cumberland MD	11	1	N/A	N/A	2	N/A	1	Indoor Track, Competition-sized Pool, Hydrotherapy Pool, Climbing Wall, Group Fitness Studio, Outdoor Pavilion	
Gene Mason Sports Complex	14	5	3	8	N/A	N/A	N/A	4 Outdoor Tennis Courts, 2 Outdoor Basketball Courts, BMX Track	
Uniontown YMCA	54	1	N/A	1	1	N/A	N/A	Aerobics Center, Child Watch, Fitness Center, Handball and Racquetball Courts, Indoor Running Track, Outdoor Running Track, Pool, Sauna, Weight Room, Teen Center, 2 Outdoor Basketball Courts, 1 Outdoor Tennis Courts	
Ligonier Valley YMCA	61	1	N/A	N/A	1 *	1 *	N/A	Fitness Center, Indoor Pool, Aerobics Center, Sauna, Weight Room	
WVU Student Recreation Center	63	3	N/A	3	7 *	7 *	N/A	5 Outdoor Tennis Courts, 2 Pools, Elevated Track, 3 Racquetball Courts, 50- foot Climbing Wall, 17,000 SF of Fitness Equipment, 3 Sand Volleyball Courts, 2 Outdoor Basketball Courts	
WVU Coliseum	63	N/A	N/A	N/A	1 *	1 *	N/A	14,000 seats, Locker rooms, Player's Lounge and Team Video Theater, Strength & Conditioning Center, Equipment Room, Training Room	
WVU Monongalia County Ballpark	63	N/A	1	1	N/A	N/A	N/A	2,500 seats, Two ticket booths, Team Shop, Two Concession Areas, Party Deck, Indoor/Outdoor Batting Cages, Player's Lounge, Team Theater, Athletic Training and Equipment Room, Locker Rooms, Coach's office, Player's Lounge, 3 Luxury Suites, TV Booth, 3 Radio Booths, 20-seat Press Area, Video Control Booth	
WVU Dick Dlesk Soccer Stadium	63	1	N/A	1	N/A	N/A	N/A	Natural Grass, Locker Rooms, Athletic Training Room	
WVU Caperton Indoor Facility	63	1	N/A	1	N/A	N/A	1	Skylights, Locker Room, Training room, Storage Areas	
WVU Basketball Practice Facility	63	N/A	N/A	N/A	2	N/A	N/A	Locker Rooms, Athletic Training room, Hot/ Cold Pools, 25-seat Theater, Weight Room, Offices and conference room, Equipment Room, Hall of Traditions	
WVU Dreamwork Field	63	1	N/A	1	N/A	N/A	N/A	Tower Lights, Audio System, Locker Room, Coaches Office Space, Team Lounge with Kitchenette, Athletic Training Room, Hydrotherapy Pool, Hall of Honor, Storage Rooms	
WVU Men's Soccer Practice Facility	63	1	N/A	1	N/A	N/A	N/A	Natural Grass, Locker Rooms, lounge	
Garver Memorial YMCA	66	N/A	1	1	1	N/A	N/A	Aerobics Center, Computer Lab, Fitness Center, Multi-purpose Room, Handball and Racquetball Courts, Early Childhood Center, Weight Room, Teen Center, Outdoor Tennis Court, Outdoor Basketball Court	
Greater Johnstown Community YMCA	67	N/A	N/A	N/A	1	N/A	N/A	Indoor Running Track, Sauna, Fitness Center, Aerobics Center, Handball and Racquetball Courts, Weight Room, Indoor Pool, Child Watch	
YMCA of Laurel Highlands	67	1	2	3	1*	1*	N/A	Aerobics Center, Child Watch, Fitness Center, Multi-purpose Room, Outdoor Running Track, Weight Room	
Pinesburg Softball Complex	70	N/A	4	4	N/A	N/A	N/A	Modular Playground, Concession Stand, Bleacher Seating	
Anker Fields Complex at Mylan Park	74	N/A	4	4	N/A	N/A	N/A	Natural Grass, Ticket Offices, Press Boxes, Batting Cages, Pavilion, Full-Service Concessions, Spectator Seating	
March-Westin Complex at Mylan Park	74	N/A	2	2	N/A	N/A	N/A	Turf, Portable mounds	
Hazel & J.W. Ruby Community Center at Mylan Park	74	1	N/A	1	2 *	2 *	N/A	Covered Pavilion, Wireless Internet, Curtain Dividers, Large Lobby Area, Outdoor Event Space	
Jim Barnett Park	75	2	8	10	1	N/A	N/A	BMX Track, Indoor & Outdoor Pool, 18-hole Disc Golf Course, 3 outdoor basketball courts, 8 outdoor tennis/pickleball courts, Horseshoe Courts, Public Fishing Lake, 2 Playgrounds	
Marty Snook Park	75	2	5	7	N/A	N/A	N/A	25 meter Outdoor Pool, 2 Tennis Courts, 2 Basketball Courts, Walking Trail, Fitness Area, Volleyball Courts	
Average	59	2	3	3	2	3	1		

Notes: Facilities sorted by miles from FSU.
 * represents courts that double as basketball and volleyball.
 Data is not inclusive of any planned developments.
 Sources: Individual facilities; Secondary research.

5. LIMITING CONDITIONS AND ASSUMPTIONS



This analysis is subject to our contractual terms as well as the following limiting conditions:

- This analysis has been prepared for Maryland Stadium Authority (Client) on behalf of Frostburg State University for its internal decision-making purposes associated with a proposed new regional sports center and enhanced and relocated outdoor fields and should not be used for any other purposes without the prior written consent of Crossroads Consulting Services LLC.
- This report should only be used for its intended purpose by the entities to whom it is addressed. Reproduction or publication by other parties is strictly prohibited.
- The findings and assumptions contained in the report reflect analysis of primary and secondary sources. We have utilized sources that are deemed to be accurate but cannot guarantee their accuracy. No information provided to us by others was audited or verified and was assumed to be correct.
- Although the analysis includes findings and recommendations, all decisions relating to the implementation of such findings and recommendations shall be the Client's responsibility.
- Estimates and analysis regarding the proposed facilities are based on trends and assumptions and, therefore, there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.
- Although this analysis utilizes various mathematical calculations, the final estimates are subjective and may be influenced by our experience and other factors not explicitly stated.
- We have no obligation, unless subsequently engaged, to update this report or revise this analysis as presented due to events or circumstances occurring after the date of this report.
- The quality of ownership and management at a new sports center and outdoor fields has a direct impact on economic performance. This analysis assumes responsible and competent ownership and management. Any departure from this assumption may have a significant impact on the findings in this report.
- Multiple external factors influence current and anticipated market conditions. Although we have not knowingly withheld any pertinent facts, we do not guarantee that we have knowledge of all factors which might influence the operating potential of the proposed project. Due to quick changes in the external factors, actual results may vary significantly from estimates presented in this report.
- The analysis performed was limited in nature and, as such, Crossroads Consulting Services LLC does not express an opinion or any other form of assurance on the information presented in this report.
- The analysis is intended to be read and used in its entirety. Separation of any portion from the main body of the report is prohibited and negates the analysis.
- In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by the Client and may not be relied upon by any party for any purpose including any matter pertaining to financing.



ATTACHMENT D

MBE INSTRUCTIONS AND FORMS

Attachment D. Minority Business Enterprise (MBE) Forms

D-1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall

MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the

public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-

800-544-6056 or via email to mbc@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

Overall Goal

Total MBE Participation (include all categories):	_____ %
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PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the proposal submitted in response to the Request for Proposals for Architectural/Engineering Services - Frostburg State University Athletic Facility Improvements, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent with no subgoals.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

☐ After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)
- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (i) CERTIFIED MBEs I INTEND TO USE, (ii) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (iii) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number
	RFP for Architectural/Engineering Services Frostburg State Univ. Athletic Facility Improvements	N/A

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%) </p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) ____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ____% x 60% = ____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ____%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ____ %</p> <p>Description of the work to be performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ____ %</p> <p>Description of the work to be performed: _____ _____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p>B. Percentage of the total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ____ %</p> <p>Description of the work to be performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker ____ %</p> <p>Description of the work to be performed: _____ _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
Bidder/Offeror must sign below:**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether the Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect the Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

- (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
- (b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

- (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
- (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. The Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of Minority Firm's MBE Representative)

(Title)

(Date)

(MDOT Certification #)

(Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor)

(Title)

(Date)

D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		Solicitation #:

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		Solicitation #:

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why not.
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<i>Offeror Company Name, Street Address, Phone</i>		Solicitation #:

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: _____ MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: _____ <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: _____ Spoke with: _____ <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: _____ MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: _____ <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: _____ Spoke with: _____ <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT NUMBER:
<i>Offeror Company Name, Street Address, Phone</i>		Solicitation #:

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. _____, I state the following:

1. Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- ☐ This project does not involve bonding requirements.
- ☐ Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

- _____ Offeror did attend the pre-Proposal conference.
- _____ No pre -Proposal meeting/conference was held.
- _____ Offeror did not attend the pre-Proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION**INSTRUCTIONS:**

PRIME CONTRACTOR: After completing SECTIONS A, B, and D, provide this form to *each* certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule (Attachment D-1A) allowing sufficient time for the MBE to respond within the required timeframe.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the State's intent to award the Contract. Provide a copy to the Prime Contractor.

IF THIS FORM IS NOT RETURNED WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PRIME CONTRACTOR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

SECTION A

Provided that (Prime Contractor) _____ is awarded the State contract in conjunction with Solicitation Number _____, (Prime Contractor) _____ intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number _____ committing to participation by (Certified MBE Subcontractor) _____ of at least \$ _____ which equals _____% of the Total Contract Value for the following products/services:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

The Contractor and certified MBE each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Contractor and certified MBE each solemnly affirms under the penalties of perjury that: (i) the information provided in this Certified MBE Subcontractor Participation Certification is true to the best of its knowledge, information and belief, and (ii) it has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified MBE in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
- (2) fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the MBE in the performance of the Contract; or
- (4) pay the MBE solely for the use of its name in the Bid/Proposal.

SECTION B – Prime Contractor

Signature of Representative:

Printed Name and Title:

Prime Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION C – Certified MBE Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION D

This completed form is due to the Procurement Officer on or before: _____

Solicitation #: _____ Solicitation Title: _____

Agency/Dept.: _____ Procurement Officer: _____

Phone: _____ Email: _____

Street Address, City, State, Zip Code:

D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ____ % of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Company Address: _____

Phone:

Printed Name:

Title:

By:

Signature of Authorized Representative

Date:

D-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid Invoice Report

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract Amount:
	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:			Contact Person:		
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:			Contact Person:		
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor Name

Address

Email

Signature (Required)

Contracting Unit

City, State Zip

Phone Number

Date

D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor:	Contract #:
Certification Number:	Contracting Unit:
Report #:	Contract Amount:
Reporting Period (Month/Year):	Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:
MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	
	Project Begin Date:
	Project End Date:

Contact Person:			
Address:			
City:	State:	ZIP:	
Phone:	FAX:	E-mail:	

Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

_____	_____
Contract Monitor Name	Contracting Unit
_____	_____
Address	City, State Zip
_____	_____
Email	Phone Number
_____	_____
Signature (Required)	Date

D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor Name

Address

Email

Signature (Required)

Contracting Unit

City, State Zip

Phone Number

Date

ATTACHMENT E

ARCHITECT/ENGINEER QUALIFICATIONS (SF330)

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the **"General Instructions"** on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams (<i>Concrete; Arch</i>)	H10	Hotels; Motels
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D03	Desalinization (<i>Process & Facilities</i>)	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*)

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

E.

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I.

AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ATTACHMENT F
STAFFING PLAN

Request for Proposals (RFP) - AE Services
Frostburg State University Athletic Facility

Offeror Name: _____

Preliminary Design	
Site Development/Planning	
Infrastructure Analysis	
Environmental Impact Analysis	
Archaeological Impact Studies	
Geotechnical Analysis/Engineering	
Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)	
Value Engineering	
Other, including Quality Assurance and Technical Assistance (describe)	
Total Minimum Hours per Position	

[illegible]

ATTACHMENT G

**SAMPLE CONTRACT
(to be issued via addendum)**

ATTACHMENT H

PRICING FORM

REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
FROSTBURG STATE UNIVERSITY ATHLETIC FACILITY IMPROVEMENTS

FINANCIAL PROPOSAL FORM

DESCRIPTION OF ITEM & AMOUNT (in written words)

AMOUNT

1.0 Preliminary Design (Scope of Work Item 3.4) at:	\$ -
Phase Specific A/E Reimbursable Allowance	\$ -
Sub-total:	\$ -
Owner Allowance (equal to 10% of sub-total)	\$ -
Total:	\$ -

2.0 Project Design (Scope of Work Item 3.5.a through 3.5.d)

PERCENTAGE RANGE IF COST OF WORK IS:

Up to \$35 million	%
\$35 million to \$40 million	%
\$40 million to \$45 million	%
\$45 million to \$50 million	%
\$50 million and above	%

3.0 Construction Administration (Scope of Work Item 3.5.e)

PERCENTAGE RANGE IF COST OF WORK IS:

Up to \$35 million	%
\$35 million to \$40 million	%
\$40 million to \$45 million	%
\$45 million to \$50 million	%
\$50 million and above	%

Financial proposals evaluated on the amount included in Item #1 (Preliminary Design) and an analysis of the percentages included in Item #2 (Project Design) and Item #3 (Construction Administration)

Submitted By:

(Company)

(Typed Name & Title)

(Signature)

(Date)

REQUEST FOR FINANCIAL PROPOSAL A/E SERVICES

HOURLY RATES

[illegible]

**REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
FROSTBURG STATE UNIVERSITY ATHLETIC FACILITY IMPROVEMENTS**

WORK TASK DURATION

START		COMPLETE	NUMBER OF MONTHS
Notice To Proceed	to	Preliminary Design	
Preliminary Design	to	Schematic Design	
Schematic Design	to	Design Development	
Design Development	to	Construction Documents (50%)	
Construction Documents (50%)	to	Construction Documents (70%)	
Construction Documents (70%)	to	Construction Documents (95%)	
Construction Documents (95%)	to	Construction Documents (100%)	

ATTACHMENT I
CONTRACT AFFIDAVIT

Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☐ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)
 _____ (signature of Authorized Representative and Affiant)

ATTACHMENT J
CORPORATE PROFILE

Consultant Corporate Profile

Firm Contact Information

Firm Name: _____

Federal ID Number: _____

Point of Contact: _____ Phone Number: _____

Regional Office Address: _____

Firm Background Information

Year Firm Founded: _____

Is the firm MDOT MBE Certified? Yes/No

If certified, provide the certification number and minority status.

Primary Business / Service Provided: _____

Number of Years Performing Services: _____

Number Full Time Employees (Corporate / Regional Office): _____ / _____

Provide a brief narrative outlining the firm's history.

Provide a brief narrative outlining what services the firm intends to self-perform.

Provide a brief narrative outlining what services the firm intends to subcontract to others.

Provide a brief narrative outlining the firm's familiarity with standards, laws and conditions as they apply to the work to be performed under this project.

Provide a brief narrative clarifying the firm's capacity to perform services as outlined in the RFP.

Provide sales volume and project completion data for the most recently completed three-year period. Note that information provided is to be for the regional / local office that would be responsible for completing work under this solicitation.

Volume	Annual Sales	Completed Projects	Largest Project
2018	<hr/>	<hr/>	<hr/>
2019	<hr/>	<hr/>	<hr/>
2020	<hr/>	<hr/>	<hr/>
2021	<hr/>	<hr/>	<hr/>

Firm References

Provide three (3) references. Note that references are to be from different projects; that is, only one reference per project is allowed. MSA staff members cannot be considered as a firm's reference.

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Disclosure of Contract Issues; Litigation; Criminal Investigations

In the last five years, list and discuss any alleged prior or ongoing contract failures (potential judgment/settlement in excess of \$100,000), contract breaches (potential judgment/settlement in excess of \$100,000), other significant civil litigation, and all criminal litigation or investigations, which involved your firm.

Failure to Complete

In the last five (5) years, disclose any projects that your firm was involved with that were not completed.

Insurance

Include current certificates of insurance showing the limits of liability maintained by your firm in each of the following categories: workers' compensation, employer's liability, commercial general liability, automobile liability, umbrella or excess liability, and property insurance.

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

CONFIDENTIAL

ATTACHMENT K

CAPACITY SUMMARY SHEET

CAPACITY SUMMARY SHEET FOR KEY MANAGEMENT AND PERSONNEL

Name of Firm:

RFP Title: Architectural/Engineering Services - Frostburg State University Athletic Facility

In this table, your firm must include information for all key management and other personnel (**including subconsultants**) who were listed as part of the project team in the Work Plan. Please add rows as necessary.

Name/Position Description (must be consistent with Financial Proposal)	Current and Projected Assignments	Value of Contract	Role on Current and Projected Assignments	NTP Date	Approx. Completion Date	Project on Schedule (Y/N)	Committed hours for the next 24 months	Identify issues which may affect individual's ability to perform the services described in this RFP. Indicate if a current project is high-priority/rush. If project is behind schedule, provide brief explanation.
					Total		0	
					Total		0	